

I. BASIS FOR JURISDICTION

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation, and the amount in controversy is more than \$75,000, is a diversity case. In a diversity case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal-court jurisdiction in your case?

- ☐ **Federal Question**
- ☒ **Diversity of Citizenship**

A. If you checked Federal Question

Which of your federal constitutional or federal statutory rights have been violated?

B. If you checked Diversity of Citizenship

1. Citizenship of the parties

Of what State is each party a citizen?

The plaintiff, ARTHUR BALDER, is a citizen of the State of
(Plaintiff's name)

NEW JERSEY

(State in which the person resides and intends to remain.)

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of

_____.

If more than one plaintiff is named in the complaint, attach additional pages providing information for each additional plaintiff.

If the defendant is an individual:

The defendant, SUSAN SARANDON, DAVID SHARA, HONEY SHARA AND TIGRAN TSITOGHDZIAN, is a citizen of the State of
(Defendant's name)

NEW YORK

or, if not lawfully admitted for permanent residence in the United States, a citizen or
subject of the foreign state of

If the defendant is a corporation:

The defendant, _____, is incorporated under the laws of
the State of _____

and has its principal place of business in the State of _____

or is incorporated under the laws of (foreign state) _____

and has its principal place of business in _____.

If more than one defendant is named in the complaint, attach additional pages providing
information for each additional defendant.

II. PARTIES

A. Plaintiff Information

Provide the following information for each plaintiff named in the complaint. Attach additional
pages if needed.

ARTHUR

BALDER

First Name

Middle Initial

Last Name

2813 PALISADE AVE, 1

Street Address

HUDSON

County, City

929-888-3802

Telephone Number

NEW JERSEY 07087

State

Zip Code

arthur@davincifilms.us

Email Address (if available)

B. Defendant Information

To the best of your ability, provide addresses where each defendant may be served. If the correct information is not provided, it could delay or prevent service of the complaint on the defendant. Make sure that the defendants listed below are the same as those listed in the caption. Attach additional pages if needed.

Defendant 1:	SUSAN SARANDON
	First Name Last Name
	RETIRED ACTRESS
	Current Job Title (or other identifying information)
	1173A Second Avenue, Suite 153
	Current Work Address (or other address where defendant may be served)
	NEW YORK NEW YORK 10065
	County, City State Zip Code
Defendant 2:	DAVID SHARA
	First Name Last Name
	COLOR DIAMONDS DEALER AND COLLECTOR
	Current Job Title (or other identifying information)
	576 5th Avenue #1200
	Current Work Address (or other address where defendant may be served)
	NEW YORK NEW YORK 10036
	County, City State Zip Code
Defendant 3:	HONEY SHARA
	First Name Last Name
	COLOR DIAMONDS DEALER AND COLLECTOR
	Current Job Title (or other identifying information)
	576 5th Avenue #1200
	Current Work Address (or other address where defendant may be served)
	NEW YORK NEW YORK 10036
	County, City State Zip Code

Place(s) of occurrence: NEW YORK

Date(s) of occurrence: 2016-2022

State here briefly the FACTS that support your case. Describe what happened, how you were harmed, and what each defendant personally did or failed to do that harmed you. Attach additional pages if needed.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

INJURIES:

If you were injured as a result of these actions, describe your injuries and what medical treatment, if any, you required and received.

SEE COMPLETE AMENDED COMPLAINT BELOW

IV. RELIEF

State briefly what money damages or other relief you want the court to order.

SEE COMPLETE AMENDED COMPLAINT BELOW

V. PLAINTIFF'S CERTIFICATION AND WARNINGS

By signing below, I certify to the best of my knowledge, information, and belief that: (1) the complaint is not being presented for an improper purpose (such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation); (2) the claims are supported by existing law or by a nonfrivolous argument to change existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rule of Civil Procedure 11.

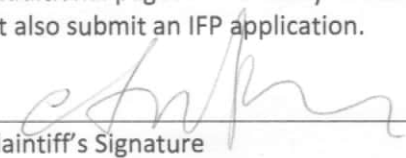
I agree to notify the Clerk's Office in writing of any changes to my mailing address. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Each Plaintiff must sign and date the complaint. Attach additional pages if necessary. If seeking to proceed without prepayment of fees, each plaintiff must also submit an IFP application.

AUGUST 2, 2022

Dated

ARTHUR


Plaintiff's Signature

BALDER

First Name

Middle Initial

Last Name

2813 PALISADE AVE, 1

Street Address

HUDSON

NEW JERSEY

07087

County, City

State

Zip Code

929-888-3802

arthur@davincifilms.us

Telephone Number

Email Address (if available)

I have read the Pro Se (Nonprisoner) Consent to Receive Documents Electronically:

☐ Yes ☒ No

If you do consent to receive documents electronically, submit the completed form with your complaint. If you do not consent, please do not attach the form.

IN THE UNITED STATES DISTRICT
COURT FOR THE SOUTHERN
DISTRICT OF NEW YORK

ARTHUR BALDER,

Plaintiff,

x

Case No. 1:22-cv-6401

AMENDED COMPLAINT

- against- -

Do you want a Jury Trial?

SUSAN SARANDON,
DAVID SHARA,
HONEY SHARA,
TIGRAN TSITOGHDZIAN

YES

Defendants.

x

Plaintiff Arthur Balder (“plaintiff”, also “AB” in the text below), pursuant to Fed. R. Civ. P. 15(1)(a) as and for its **Amended Complaint** (“Complaint”) against Susan Sarandon, and pursuant to Fed. R. Civ. P. 20(a)(2)(A)(B), since (A) the right to relief is asserted against them jointly, severally, in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences; and (B) the question of law or fact common to all defendants arises in the action; plaintiff thus adds defendants David Shara, Honey Shara, and Tigran Tsitoghdzian, and respectfully shows and alleges as follows:

I. PARTIES

1. Plaintiff Arthur Balder is a filmmaker and producer organized under the laws of the State of New Jersey, with its principal place of business located at 2813 Palisade Ave, Union City, New Jersey, 07087. He is a resident of New Jersey.

2. Upon information and belief, defendant David Shara is a color-diamond dealer and art dealer representing artist Tigran Tsitogdzyan, resident of New York, and doing business in the State of New York with a place of business at 576 5th Avenue #1200, New York, NY, 10036.

3. Upon information and belief, defendant Honey Shara is a color-diamond dealer and art dealer representing artist Tigran Tsitogdzyan, resident of New York, and doing business in the State of New York with a place of business at 576 5th Avenue #1200, New York, NY, 10036, and a close associate of David Shara who have made decisions in common agreement with him, as contemporary correspondence and their counsel's communications clearly states. David Shara is co-owner of Optimum Diamonds LLC, the company by which he developed some of his business endeavors.

4. Upon information and belief, defendant Tigran Tsitoghdzyan is a painter and photoshop artist, resident of New York, and doing business in the State of New York with a place of residence and business at 15 Broad Street Apt 1030, New York, NY, 10005. Honey Shara is co-owner of Optimum Diamonds LLC, the company by which he developed some of his

business endeavors.

5. Upon information and belief, defendant Susan Sarandon is an actress, resident of New York, and doing business in the State of New York with a place of residence and business at 147 W 15th St, Suite 108 NYC, 10011.

II. JURISDICTION AND VENUE

3. This Court has original jurisdiction of the action based on diversity of citizenship pursuant to 28 U.S.C. §1332(a) and 28 U.S.C. §1441, as the amount in controversy exceeds \$75,000.00, and Plaintiff resides in New Jersey, while Defendants reside in New York, and all actions took place in New York City, Manhattan, between 2016 and 2022, and New York is the place of residence and place of business of all defendants. The action has been therefore removed on 27th July, 2022, to this Court pursuant to 28 U.S.C. §1441(a) as this Court has original jurisdiction over these claims.

4. Jurisdiction and venue are proper in New York County because all defendants are located in New York, and because the parties' dispute arises out of actions that took place entirely in New York County between 2016 and 2022. Otherwise, being the plaintiff a resident of Hudson County, New Jersey, if the defendant were no more located in New York County, CPLR § 503(a) establishes that "the place of trial shall be" "if

none of the parties then resided in the state, in any county designated by the plaintiff.” If that be the case, hereby the plaintiff designates New York County as the place of trial.

III. NATURE OF THE ACTION

4. This lawsuit arises from the defendant David Shara breach of a contract existing and valid between the plaintiff and David Shara, with the ongoing collaboration of his partner, Honey Shara. David Shara stands in the contract ‘Producers Agreement’ as executive producer and partner of the plaintiff, the ‘Producers Agreement’ which regulates the production of the film ‘American Mirror: Intimations of Immortality’ (from now on “the film AM-IOI”), directed and produced by the plaintiff (see Exhibit 1). David Shara refuses to honor his obligations to the plaintiff because it apparently no longer serves his personal interests. David Shara apparently believes that he — unlike every other party subject to New York and federal contract law — is free to change his mind, and tried to coerce the plaintiff to sign another version of the contract right when the distribution of the film should have started in 2020, and harm the plaintiff financially and professionally as a result of that strong-arming maneuver he can execute thanks to the collaboration of defendants Susan Sarandon and Tigran Tsitoghdzian, all in a too obvious and forceful act to

disrupt the plaintiff's professional operations and those of his production company, Da Vinci Films LLC, destroying the film's value by thwarting the Oscar qualifying theatrical release by not providing, out of malice, the necessary talent releases he stated unambiguously in writing he could get 'expeditiously', only 'if' the plaintiff agreed on changing the extant contract. David Shara has materialized his threats as to harm the plaintiff financially and professionally since early 2020, date when the film should have started being distributed commercially. The plaintiff brings this action to enjoin David Shara from further breaches, to compel him to fulfill his legal obligations, and to compel consummation of the commercial release of the film, seeking all damages consequential and circumstantial, and also punitive damages, since David Shara has acted, as his accomplices the other defendants, out of malice, even against his/their best interest. This lawsuit also arises from the defendant David Shara's fraudulent representations to the plaintiff as regards to value of the painting that was established to be given to the plaintiff as an upfront compensation. This lawsuit arises from the defendants breach of contract duty by not providing to the plaintiff the necessary talent releases David Shara acknowledged he could obtain 'expeditiously', because he was in clear coordination with them, the absence of which has rendered impossible the commercial distribution of the aforementioned film AM-IOI since 2020, which has rendered ruinous the four years of dedications

of the Plaintiff to get the film done since starting filming in 2016, being this one of the direct causes of professional and economic damage to the plaintiff, and economic loss, direct and consequential. Although the contract is signed by David Shara, David Shara introduced his partner, Honey Shara, in 2019, and she was making decisions in common agreement with him since then because she is a partner of Optimum Diamonds LLC, the company by which David Shara was making payments for the production of the film as executive producer. Abundant contemporary communications come directly from her in his name, contemporary communications of counsel explicitly representing both David Shara and Honey Shara, and she is a partner of Optimum Diamonds LLC, the company by which David Shara and Honey Shara have been providing funds to the plaintiff and his production company, Da Vinci Films LLC, in order to produce the film AM-IOI. Additionally, communications sent by their counsel since 2020 attest that they represent both David Shara and Honey Shara position. She is also liable for the decisions she makes in common agreement with David Shara.

5. This lawsuit arises from the defendant's Susan Sarandon tortious interference with a contract existing and valid, known to the her, between the plaintiff and a third party, David Shara, executive producer and partner of the plaintiff, the 'Producers Agreement' which regulates the production of the film 'American Mirror: Intimations of

Immortality' (from now on "the film AM-IOI"), directed and produced by the plaintiff (see Exhibit A), a film in which the defendant willingly participated; this lawsuit also arises from the defendant's tortious interference with other plaintiff's legitimate economic and business expectancies as a result from Susan Sarandon's malicious acts to harm the plaintiff financially and professionally; this lawsuit arises from the Susan Sarandon's malicious failure to provide to the plaintiff a release the absence of which has rendered impossible the commercial distribution of the aforementioned film AM-IOI since October 2020, being this one of the direct causes of professional and economic damage to the plaintiff, and economic loss, direct and consequential. Susan Sarandon did not provide the release she promised in 2016 to the plaintiff because she had been interfering with the contract by using her immense influence and privilege on David Shara, and afterwards she failed to provided it, also, because she was coordinated with all other defendants in a plan too ruin the film's distribution, with the only purpose to harm the plaintiff financially and professionally.

6. This lawsuit arises from the defendant Tigran Tsitoghdzian's tortious interference with a contract existing and valid, known to the defendant, between the plaintiff and a third party, David Shara, executive producer and partner of the plaintiff, the 'Producers Agreement' which regulates the production and exploitation of the film AM-IOI,

directed and produced by the plaintiff (see Exhibit 1). This lawsuit arises from the Tigran Tsitoghdzian's repeatedly promissory estoppel. This lawsuit arises from the Tigran Tsitoghdzian's fraudulent representations during years as regards to the value of his artworks, and his direct participation in the manipulation of the perceived value of his artworks in auctions that took place in New York City at Phillips Auctioneers LLC in 2014, and 2015, not discovered for the plaintiff until the end August 2020, thus less than two years ago. This lawsuit also arises from the Tigran Tsitoghdzian's tortious interference with other plaintiff's legitimate economic and business expectancies as a result from the defendant's malicious acts; this lawsuit arises from the defendant's malicious failure to provide to the plaintiff a release the absence of which has rendered impossible the commercial distribution of the aforementioned film AM-IOI since 2020, being this one of the direct causes of professional and economic damage to the plaintiff, and economic loss, direct and consequential.

7. This lawsuit is not frivolous, but the plaintiff's last resource to seek relief, since the plaintiff can prove he has spent a long time trying to solve the situation years ago, and especially since 2020, as the factual background in chronological order shows, and the contemporary correspondence exchanged between previous counsel of the plaintiff and counsel of the defendants show.

IV. CONTENTS OF THIS AMENDED COMPLAINT

8. For the sake of clarity, and being an Amended Complaint that adds nothing new to the allegations made against defendant Susan Sarandon, but that adds new defendants, and describes their actions and interactions and notes the allegations against them, and being all this matter related to the same situation, which is the making of and coordinated thwarting of the distribution of the film 'American Mirror: Intimations of Immortality', this Amended Complaint will contain Four Sections.

9. Sections 1 to 3 are related to the Defendants, beginning with:

10. **Section 1**, that includes the allegations regarding David Shara and Honey Shara;

11. **Section 2**, that includes the allegations regarding Tigran Tsitoghdzhyan, and

12. **Section 3**, that includes the allegations regarding defendant Susan Sarandon. All Section 3 is exactly the same as **Exhibit X**, which was the original complaint filed at New York Supreme Court with all its Exhibits therein mentioned in one file, and that has been Removed to the Southern District New York Federal Court. However.

13. The fourth and final section is the **Prayer for Relief**, that applies to the entire case and situation created by the defendants.

**V. FACTUAL BACKGROUND IN
CHRONOLOGICAL ORDER**

14. The plaintiff and David Shara entered into a verbal agreement to make the film AMERICAN MIRROR: INTIMATIONS OF IMMORTALITY at the beginning of 2016, to promote the career and artworks of Tigran Tsitohdzyan, whose artworks David Shara represented at that time and still represents today as a sales agent (since at least 2013), selling them to his color-diamonds collectors and other business associates of him through his network around Optimum Diamonds LLC, to whom he represents the artworks value in accordance to the auction records of artworks by Tigran Tsitogdzyan by Phillips Auctioneers LLC that took place in 2014 and 2015.

15. The reason why they had wanted the plaintiff to make a documentary film displaying the defendant's artworks and his persona was that 1) two other art-focused films directed and produced by the plaintiff had been premiered at the MoMA in 2013 and 2015, with wide media coverage, and b) in both the participation of renowned art critic Donald Kuspit had been central. The quality of these previous works played a decisive role in David Shara and Tigran Tsitoghdzyan wanting to work with the plaintiff on account of the quality of his previous works. The plaintiff had authored more than twelve novels in Spanish, some of

them translated into ten different languages, and published originally in the Spanish and Latin American markets by Penguin Random House. On account of his work as a published writer, the plaintiff had been granted in 2013 a Green Card E11, which is the category “alien with extraordinary abilities”, a rare immigration permit that is only granted after careful review of the professional merits of the petitioner based on extraordinary credentials.

16. David Shara delayed the signing of contracts repeatedly in 2016, until the plaintiff brought again the conversation in October 2016. Since David Shara did not answer his requests, and since Tigran Tsitogdzyan stated on numerous occasions that all the funds financing up to then the film came from the profits David Shara obtained from the sales of Tigran’s artworks, the plaintiff sent a proposal to Tigran Tsitoghdzyan in hopes he could bring it to David Shara’s attention. Finally, and in spite of the tortious interferences created by Tigran Tsitogdzyan before and during the process of giving form to the contract, as contemporary correspondence will show unambiguously, since Tigran Tsitogdzyan wanted the plaintiff to be ‘fired’ to get himself control over the plaintiff’s work up to that date, the plaintiff and David Shara entered into the Producers’ Agreement (the “Agreement”) on April 4, 2017. See Exhibit 1. While the Agreement bears a type-written date of December 5, 2016, the true date of execution, as reflected in the handwritten and

initialed markings on the Agreement, is April 4, 2017. David Shara was again responsible for the delay in the memorialization of the Parties' contractual discussions and the execution of the Agreement.

17. The Producers Agreement signed by plaintiff and defendant David Shara establishes certain rights and obligations in respect to the parties' roles in the development of the film: the plaintiff as Director and Producer, and David Shara as Executive Producer to provide funds after budget discussion and approval. Producers' Agreement dated April 4, 2017, Terms of the Agreement Exhibit 1 ¶¶ 1-3. The Agreement also provides, among other things, that the plaintiff would be recognized in the film's credits as "Director" and that the posters, publicities and trailers for the film would state 'Directed by Arthur Balder' or 'An Arthur Balder film'." The Agreement provides that David Shara would be recognized in the credits and all such publicity materials as "Executive Producer." Exhibit 1 ¶ 9.

18. Relevant provisions of the Agreement are summarized below:

19. *Distribution rights.* The Agreement provides that **the plaintiff would have authority over distribution of the film, subject only to receiving David Shara's written confirmation of distribution decisions.** [Exhibit 1 ¶¶ 6-7 (providing, among other things, that the "Director / Producer [Arthur Balder] will inform and discuss any distribution possibilities with the Executive Producer [David Shara]," and

that the “Director/Producer cannot make any decision regarding distribution without contacting and getting written confirmation [from] the Executive Producer”).] In addition, the Agreement establishes that the plaintiff and David Shara would undertake to ensure best performance possible of the film, providing that the “Director/Producer will inform and discuss any distribution possibilities with the Executive Producer, both being informed in due time to ensure the best performance possible of the business.” [Exhibit 1]

20. *Upfront compensation.* The Agreement provides that David Shara would give an original hand-made painting by Tigran Tsitoghdzian to the plaintiff as “upfront compensation” for his work in creating, developing and producing the film. [Exhibit 1 ¶¶ 1-3.] The painting was required to be in Tigran Tsitoghdzian’s “Mirrors” series, portraying the plaintiff’s wife, and having dimensions of 75”X50.” David Shara was required to give the painting to the plaintiff “no later than the last day of the month of May of the year 2017.”[Exhibit 1] As reflected in numerous exchanges between the Parties, the plaintiff’s agreement to receive the painting as upfront compensation by the end of May 2017 was a good-faith compromise made **in reliance on the representations made by David Shara and Tigran Tsitoghdzian regarding the substantial value and marketability of such a painting.** [See, e.g., Email from D. Shara to A. Balder dated October 25, 2016 (representing that he has sold

Tigran Tsitoghdian's paintings "for up to 200,000"); Email from D. Shara to A. Balder dated November 29, 2016 (stating that Tigran Tsitoghdian's "mirror paintings cost 150-250,000 dollars"). Contemporary correspondence shows Tigran Tsitoghdzian also made several representations in writing and verbally regarding the value of the painting around these dates, and afterwards in 2017 and 2018.]

21. *Profits.* In addition to upfront compensation, the Agreement also guarantees the plaintiff 20% of all profits earned on the film. [Exhibit 1, ¶¶ 1-3.]

22. From 2016 through 2019, the plaintiff devoted himself to fulfilling his commitments under the Agreement and bringing his vision for AM-IOI to life. Despite the obstacles placed in his way, the plaintiff successfully guided the film from the original vision – through the pre-production, shooting, and post-production stages – into a fully realized film. Among other things, the plaintiff's activities in directing and producing AM-IOI included: Writing the shooting script, Preparing the questions to the interviewees, including all the questions Tigran Tsitogdzhyan poses to Susan Sarandon, Creating the story boards, Developing a production plan, Establishing the production budget, Renting film equipment, Reserving filming locations and engaging in other logistics issues, Obtaining permits, Recruiting individuals to participate in the film, Designing sets and locations, Performing shooting

and cinematography, Hiring the colorist, composer, and other crew, Guiding crew and film participants, Executing his directorial vision, and Editing the film.

23. Thanks to the plaintiff's vision and devotion, AM-IOI is a remarkable achievement. AM-IOI received an astounding reception on the film festival circuit,10 winning awards for Best Feature Film, Best Documentary Film, Best Experimental Film, Grand Prix, and Best Film of Festival at international film festivals including the UK Film Festival (UK), the Jaipur International Film Festival (India), the Arlington Intl Film Festival, (US), the 53rd Worldfest Houston (US), the Ferrara Film Festival (Italy), the Prvi Kadar International Film Festival (Boznia-Herzegovina), and the Near Nazareth Film Festival (Israel). In addition, AM-IOI won Best Director at Ierapetra Documentary Film Festival in Greece, and Peak City International Film Festival in the US); it won Best Cinematography at Sydney Independent Film Festival in Australia, DOC Los Angeles Parajanov-Vartanov Institute in the US, and Jaipur International Film Festival in India; it won Best Original Soundtrack at Doc Los Angeles; and it was named a finalist for Best Original Soundtrack at the International Sound & Film Music of Croatia and the Tenerife Film Music Festival (FIMUCITE) in Spain. At the Jaipur International Film Festival, AM-IOI was honored with five awards (Best Documentary Feature, Best Cinematography, Best Editing, Best Sound,

and the Best Released Film), making it the most awarded film in the history of the festival. AM-IOI also became the most awarded film in the history of DOC Los Angeles, where it won for Best Original Film, Best Original Soundtrack, and Best Cinematography. In addition, the film won the prestigious Parajanov-Vartanov Prize, a distinction previously given to Martin Scorsese and Francis Ford Coppola.

24. Of course, the awards and praise earned by the plaintiff and AM-IOI are due only to the plaintiff's efforts in submitting the film to a range of international film festivals and undertaking all of the corresponding responsibilities, as part of his fulfillment of his obligations under the Producers Agreement since there it is clearly stated that it is the defendant that would take care of the distribution of the film, including professional interaction with the festival staff and executives. It was not due to the wider, public distribution of the film, which David Shara has been preventing in collaboration with all other defendants since beginning 2020, with the sole purpose to harm the plaintiff professionally and financially.

25. As the below sampling shows, critics from around the world have also given glowing praise to the plaintiff and AM-IOI: "American Mirror is "strikingly original" and "there's a lingering, finely-drawn intelligence to Arthur Balder's hallucinogenic compilation, one which welcomes many readings no matter how you look at it" [Film Inquiry,

Australia] “Director Arthur Balder takes us on a visually spectacular journey.” American Mirror is “a revelation to Balder’s craft.” [The Armenian Mirror-Spectator, US] “Arthur Balder is an artist at the same time creative and meticulous.” [Chiara Carna, Fabrique Du Cinema Nr 24, Italy] American Mirror is a “very graceful and elegant work.” [The Digital Journal, US] American Mirror is a “dynamic, visually sumptuous, cleverly directed film that leaves you breathless and enthralled long after you watch it.” [Dragan Elcic, a film critic, a film professor and the Dean of Belgrade Academy of Arts in Serbia, and a highly regarded Serbian film director who has directed films recognized at the Oscars] American Mirror also received praise from film critic Meriam Azizi in the *Le Quotidienne*, the official diary of the Oscar-qualifying Carthage Film Festival in Tunisia. Mr. Azizi wrote: “American Mirror joins the pantheon of such films as David Lynch’s, Stanley Kubrick’s, but also of writers as Marcel Proust in his the search of lost time.” “Of all the documentaries [at the Carthage Film Festival], Arthur Balder’s is the one that intrigues the most.” It is a “masterpiece.”

26. Moreover, defendants, and particularly David Shara, have praised the plaintiff repeatedly for his work on AM-IOI, crediting the plaintiff not only for the film’s success, but also for the plaintiff’s planning and production of the film, his directorial choices, and his skillful and responsible use of the production budget. Email from D. Shara to A.

Balder dated April 15, 2016 (“Good work guys, keep it up!”); Email from D. Shara to A. Balder dated October 31, 2016 (“I wanted you to have it along with the percentage of profit. You deserve it. The movie is a wonderful achievement.”); Email from D. Shara to A. Balder dated October 16, 2017 (“This is FANTASTIC ARTHUR....BRAVO”); Email from D. Shara to A. Balder dated October 23, 2017 (“Thanks for the update and keep up the good work!!! I have shown the trailer 10 times and people LOVE it...Love it.”); Email from D. Shara to A. Balder October 30, 2017, 9:29 (“I am proud to be involved in this project and I’m very excited to see for the results”); November 30, 2017, 4:44 PM (“[T]his movie is going to kick ass!!!”); Email from D. Shara to A. Balder dated November 30, 2017 (“I am very happy with the progress across the board!!”); Email from D. Shara to A. Balder February 12, 2018 (“I am very happy with everything you have done and how carefully you have spent the money. You have been wonderful throughout the whole thing and I appreciate everything you have done.”); Email from D. Shara to A. Balder dated November 6, 2019 (“[The film] is really is going very well, I hope we are able to convert it into making money, but either way the accolades are incredibly impressive and they continue to pile up.”).

SECTION 1

RELATED TO

DEFENDANTS DAVID SHARA AND HONEY SHARA

**AS AND FOR A CAUSE OF
ACTION FOR BREACH OF
CONTRACT BY DAVID SHARA**

27. AB reincorporates the allegations set forth before as if fully set forth herein.

28. David Shara's Efforts to Seize Control of the Film's Distribution through Coercion are obvious since 2020, and it is obvious he was able to try, and he was confident in it, simply because defendants Tigran Tsitoghdzian and Susan Sarandon were helping him by 1) promising him to facilitate the releases only to him once the plaintiff had been successfully coerced into a new contract and 2) breaking the contractual promises that they had made to the plaintiff in 2016, 2017 and 2018.

29. For nearly three years, and in the wake of AM-IOI's astounding critical reception on the festival circuit, David Shara has been blocking the public release of the film. David Shara has refused to either consent to the plaintiff's distribution of the film or provide a number of talent releases necessary to distribute the film, despite acknowledging that he can obtain the talent releases (and 'expeditiously' so, in the words of his counsel as of September 2020). Far from good faith, David Shara's actions are an obvious attempt to seize control of a universally acclaimed film. In fact, David Shara threatened the plaintiff that if he did not hand over control of the film, the plaintiff would never receive profits from the film

and would jeopardize his professional reputation and success.

30. For example, in correspondence from David Shara's and Honey Shara's counsel, explicitly representing both, in September 2022 to the plaintiff (who at the time was unrepresented by counsel), they stated that, emphasis added by us: **"[I]f you're serious about making money with this film and using it as a work that you can showcase so that your credits build and you have additional opportunities, you need to hand over the control of the film to our client."** David Shara "can secure all of [the name and likeness releases] in an expeditious manner – but you have to take a backseat on this project." **"If you don't want to comply, that's not a problem, this film will be put on a shelf and you will not make money from it."** **"You simply have 2 choices: agree to move forward where the Shara's [sic] are in control of the distribution (subject to reasonable and customary consultation with you) or they move on and this film is not commercially released."** **"[J]ust trust that David's self-interest in getting the best deals and making the most money from the film is in your best interest as well."** **"Unfortunately for you, you have no choices here Arthur"** **"[T]here is no remedy for you if our client does not provide the releases for this film."** "If you don't want to let [our client] run the exploitation of the film at this point, our client is prepared to let the film 'die on the vine'." See Exhibit 2.

31. These statements would be troubling coming directly from David and Honey Shara; they are especially troubling having come from David and Honey Shara's counsel, thus assuring they were fully aware, since they come from their attorneys, of the consequences of their words. At a minimum, we are fully persuaded that they show that **David Shara is acting in bad faith and seeking to interfere with both the distribution of AM-IOI and the plaintiff's other professional endeavors**, all in an effort to improperly enrich himself, and that Honey Shara approves of and encourages those proceedings, since the counsel writes also in her name and since she was fully aware of them.

32. Furthermore, the choice that David Shara and Honey Shara gave the plaintiff – a choice between handing over control of the film or letting it “die on the vine” – has no basis in the contract. Their counsel told the plaintiff that David Shara could block the public release of AM-IOI if he wanted because “[t]here is no obligation in the agreement to exploit the film.” **That is utterly false.** The Agreement provides: a) That the plaintiff has authority over “distribution” of the film, subject only to “written confirmation” by David Shara, simply to ensure transparency, as it had been the case during the successful distribution of the film in the international film festival circuit; b) That the plaintiff is entitled to 20% of the film's “profits,” and c) That the aim of the distribution is the “best performance possible of the business.” Furthermore, invoices of 2019 show

the plans approved of and already in movement, for the film to have a US Oscar-qualifying theatrical release [one that allows any film complying with certain rules to opt to be selection-able for the Oscars categories), which shows 1) the extent of the damage inflicted on the plaintiff's career and 2) the fact that there was no doubt that David and Honey Shara had all the intention to distribute the film for it to accrue maximal and best business performance.

33. The text of the Agreement thus makes clear that David Shara has an obligation to support the plaintiff in exploiting the film for profit, with the best performance possible, but also his actions are unambiguous in that respect.

34. The contemporaneous evidence further confirms that the parties understood that the film would be distributed for profit. In an email dated November 7, 2017, for example, David Shara told the plaintiff to “[f]inish the film and try to get it sold. Get it into theaters, amazon, Apple TV etc”; “I recommend we finish the film and you get to work distributing it.” Similarly, in 2020, David Shara's counsel acknowledged that David Shara's intent was to “mak[e] the most money from the film.” In a business proposal sent to Susan Sarandon by David Shara in his name and the plaintiff's, David Shara states it very clear that he intends “I am extremely interested in maximizing both exposure and profits.”

35. A promos of that point, on April 4, 2018, 3:07 PM, the plaintiff's

partner, David Shara, on behalf of himself and the plaintiff, sent to actress Susan Sarandon, who also is a participant the film, a detailed business proposal by email. (See Exhibit 3). It is clear in this conversation, that the film had been made to be distributed commercially, when David Shara states to Susan Sarandon's assistant: "I am willing to give her [Susan Sarandon] a percentage of profits for her involvement and guidance" also adding: **"I am extremely interested in maximizing both exposure and profits. I am also interested in sharing profits and making money for Ms. Sarandon."** The proposal of David Shara is unambiguous about distributing the film commercially or about making "money for Susan Sarandon". See Exhibit 3.

36. **In any event, the law implies into every contract a covenant of good faith and fair dealing.** For David Shara to hold the talent releases hostage and withhold consent over the distribution of the film – all in David Shara's admitted "self-interest" (see Exhibit 2) and attempt to strong-arm the plaintiff into ceding control – is a textbook breach of that duty and is designed to deprive the plaintiff of the fruits of the Agreement, and the fruits of four years of unwavering dedication in spite of the obstacles put in his road by sheer malice.

37. For these reasons, David Shara's actions in blocking the public release for profit of AM-IOI violates both the text and spirit of the Agreement and represent flagrant breach of contract.

38. David Shara and Honey Shara are in material breach of contract.

39. David Shara's conduct has caused severe harm to the plaintiff. David Shara's knowing disregard of his obligations under the Producer's Agreement and intentional interference with the distribution of AM-IOI have deprived the plaintiff of the fruits of the Agreement in multiple respects.

40. First, the plaintiff has not been able to realize his right to a portion of the film's profits. The plaintiff has had advanced discussions with prospective film distributors in both the US and abroad about the distribution of AM-IOI, including by way of theatrical release, TV, airline presentation, and online streaming. However, due to David Shara's obstruction in collaboration with the other defendants, and the other defendants promissory estoppel, and subsequent the lack of the necessary talent releases, the plaintiff has been unable to finalize those deals, or to otherwise distribute the film.

41. The plaintiff has been deprived of the Oscar qualifying Theatrical release in the USA, that was discussed, approved, budgeted, and set in dates of by all parts as early as 2018, and later confirmed and postponed to end 2019, and later to beginning 2020, and finally shattered by David Shara's actions, actions that have only been possible thanks to the ongoing collaboration of the other defendants. The plaintiff has been

deprived of an Oscar qualifying Theatrical Release in the USA previously planned, scheduled and agreed on, after the film had amassed more than 50 awards and accolades from film festivals all over the world, from Australia to India, from Greece to UK, basically after four years of dedication of work, first to make the film pleasing all the participants, who never raised a word of concern regarding the film itself, a second planning and executing successfully a film festival circuit distribution that proved to be extremely successful. This represents a massive blow and irreparable professional damage that has also brought ongoing emotional distress and harm to the plaintiff. It is particularly troubling that such an act has taken place simply with the pure intention to cause harm, against all participants interests, against the Sharas' interests under the contract, and thus out of malice.

42. To make matters worse and in connection with that, the momentum surrounding AM-IOI that built through the course of 2019, has now been lost and ruined by causes fully and only imputable to all defendants' malice in their actions. When David and Honey Shara tried to coerce the plaintiff in 2020 to sign a new contract, they did it formulating the dangers they were calculating and the damages they intended to inflict on the plaintiff. It was a playbook threat. Through their counsel they threatened the plaintiff (emphasis is added by us): "if you're serious about making money with this film and using it as a work **that you can**

showcase so that your credits build and you have additional opportunities, you need to hand over the control of the film to our client" On Sat, Sep 19, 2020 at 1:09 AM (See Exhibit 2.) They clearly know that: the plaintiff is going to suffer the financial consequences of the lack of distribution, but also the professional consequences.

43. David Shara, through Optimum Diamonds LLC, is a millionaire collector and dealer of color diamonds, which are the most valuable and expensive diamonds that exist in the market. Also his mother is a cower and partner. See Exhibit 4, a New York Times article that features an auction in New York and that consults with David Shara as one of the bettors in that auction for some of the most expensive extant red color diamonds in the word. Since David Shara is a millionaire, and his mother, Honey Shara, his partner at Optimum Diamonds LLC, they threatened in 2020 the plaintiff to block indefinitely the distribution, precisely because they do not need any profits out of that distribution, not because there is anything wrong in it, but because their calculation is based in how little it is what they will lose by letting the film 'die on the vine' in comparison to what the plaintiff, a small filmmaker, would suffer and lose. They have continued amassing wealth out of their business of color-diamonds trading internationally, why depriving the plaintiff of his well-deserved fruits after years of work has ruined him.

44. If money had been so important for them, and if they had had

any good faith, they would have, first of all, distributed the film immediately according to plan, and would have respected the contract. They did not proceed to distribution in 2020 because they decided that harming the plaintiff financially and professionally was far more important, and even satisfactory, simply because he had not accepted to be coerced, than getting back any money. This was done out of malice, and not out of negligence: because not distributing the film was also against their interests under the contract, and against the avowed and professed intentions as they showed them in the correspondences quoted before, including the business proposal sent by David Shara to actress Susan Sarandon. Malice is best proven when an act is done to harm someone especially if, in the way, the perpetrator suffers also some harm him/herself. The possibility of harming the plaintiff financially and professionally in the midst of the COVID-19 pandemic, to leave him in the lurch in the midst of the worst film industry grinding halt in the last 20 years, outweighed, offset any losses they may also have had with it—because their business is about selling color diamonds, because they are very rich, and only rich people can afford themselves to cause harm even if they may suffer some financial losses in the way. Out of similar motivations, as it will properly be incorporated below, Susan Sarandon and Tigran Tsitoghdzian acted out of malice in collaboration with David Shara, and they have their share of liability.

45. Even more: the online streaming releases reached highest peak of profits and distribution in 2020 and 2021, precisely thanks to the lockdowns caused by the COVID-19 pandemic. The film had been poised, thanks to its extraordinary run in the festival circuit right before in 2019, for a stellar performance, but David Shara decided that it was more important to inform the plaintiff, through their counsel, in September 2020: “I am a full time entertainment lawyer. I fully understand their rights and their [David Shara and Honey Shara’s] obligations as well as your rights and obligations. Go hire a lawyer to battle this out on your behalf with me and you will have the same result.” And then adding: “You simply have 2 choices: agree to move forward where the Shara’s are in control of the distribution (...) or they move on and this film is not commercially released.” “If you don’t want to comply, that’s not a problem, this film will be put on a shelf and you will not make money from it.” Exhibit 2.

46. David Shara and Honey Shara chose to do all this to the plaintiff simply because they have a lot of money, not because they lack it; Susan Sarandon chose not to provide his talent release because she also has a lot of money, and she has already a long career, and she can decided that it was more important that the plaintiff be harmed than the film distributed, no matter what this would have represented for her, even when the film had earned her a few awards in 2019; and that is why they

did not care about leaving the film to 'die on the vine', quoting more words of their counsel, and that was consistent in 2020 with 2019's email by David Shara stating explicitly: "I don't care about losing 300,000 invested in this film" as long as the film would flounder in the festival circuit, as he also tried to do that at that time, as it will be explained below.

47. David and Honey Shara decided to act that way precisely because they did not need to distribute the film in order to 'make money', but also, because, as their lawyer in their name very clearly stated in 2020 (Exhibit 2), because it was more important, more valuable to them, to harm the plaintiff professionally and financially, than all the 'money' invested or not to be made, which represents too small a budget spread over many years to be taken seriously by them.

48. The prospects of high-level distribution for AM-IOI have been irretrievably impaired, ruined, bringing lasting damage to the product itself. In this respect, David Shara's conduct deprived the plaintiff from distributing the film for the last almost three years, which has been one of the most advantageous periods in history for streaming video content and documentary films, due to the massive lockdowns that increased dramatically the demand of streaming new documentary content.

49. David Shara's conduct has injured the plaintiff's professional reputation and success. Due to David Shara's improper refusal to allow the public release of AM-IOI, the plaintiff has been unable to leverage the

film's publicity to attract new opportunities. In addition, David Shara's refusal to permit the public release of the film has interfered with the plaintiff's ability to develop other projects, including the production of the plaintiff's new script and project 'Francis Bacon Project', approved of by the Francis Bacon Estate in England, that had attracted the interest of multiple Academy-award winning film professionals to make a biopic based on the life of one of the most interesting artists of 20th Century.

50. Notably, as evidenced by the correspondence sent by their counsel to the plaintiff, the above harms were the very consequences that David Shara threatened would happen if the plaintiff did not accede to the improper demand that he turn over control of AM-IOI.

**AS AND FOR A CAUSE OF
ACTION FOR FRAUDULENT
MISREPRESENTATIONS BY
DAVID SHARA AND TIGRAN
TSITOGHDZIAN**

51. AB reincorporates the allegations set forth in all previous paragraphs as if fully set forth herein.

52. In January of 2019, David Shara gave the plaintiff a painting by Tigran Tsitoghdzian, two years after the deadline to provide the painting to the plaintiff under the terms specified in the Producers Agreement (See Exhibit 1). Despite this delay, the painting was not of the

same quality as the other paintings in the “Mirrors” series, lacking the level of detail and refinement that the other paintings in the series possess – and which make paintings in the hyperrealism genre valuable.

53. As discussed above, the plaintiff agreed to accept the painting as upfront compensation for AM-IOI based on David Shara’s representation that the painting was worth hundreds of thousands of dollars and that the painting would be finished and sent to the plaintiff no later than the end of May 2017, according to the terms specified in the Producers Agreement. See, e.g., Email of Tigran Tsitogdzyan to A. Balder, October 16, 2016, at 1:57 AM (“You ask me for a 200k painting...”) and on the same email, representing the value of his own work in 2016 [(...) 200k value painting”] Email from D. Shara to A. Balder dated October 25, 2016 (representing that he has sold Tsitoghdian’s paintings “for up to 200,000”); Email from D. Shara to A. Balder dated November 29, 2016 (stating that Mr. Tsitoghdian’s “mirror paintings cost 150-250,000 dollars”). But the blocked public release of the film – which features Tigran Tsitoghdzyan and his artwork – has diminished any potential value the painting may have. In fact, the plaintiff has been unable to obtain *any* value for the painting.

54. The contract between the plaintiff and his partner David Shara establishes that the painting that was to be an upfront compensation to the plaintiff should be sent to the plaintiff no later than the ‘last day of

the month of May of 2017'.

55. The plaintiff proposed during the negotiations the face of his wife as the model painted in the artwork that should be given to him as upfront compensation, as can be seen in the contract. Since the paintings of this series had been, always up to that time, feminine models, the plaintiff had argued that he did not want to have as a compensation a painting with a face randomly chosen by the defendant, but a face that was familiar to the plaintiff. This was not because the plaintiff and his wife did not plan to sell the painting at a later date, but because Tigran Tsitoghdzian had promised in previous months to paint that specific person, and **the plaintiff did not want to accept such a broken promise simply because he had requested a contract in writing noting what had been promised by the defendant earlier verbally.**

56. Phillips Auctioneers LLC appraised publicly the artworks of Tigran Tsitoghdzian in 2014 and 2015. [See Exhibit 5.] In the case of Lot 222, 2014, Phillips' own official website shows that its estimated value was \$30,000 - 40,000, while the result of the auction was sold for \$72,500. In the case of Lot 217, 2015, Phillips estimate was \$30,000 - 40,000 while the artwork was sold for \$100,000. In both cases the result of the auction was far over Phillips Auctioneers LLC own estimations, and in both cases Phillips Auctioneers LLC obtained very profitable premiums. It is thus highly suspicious that immediately afterwards Phillips began to refuse

year after year new artworks by same artist Tigran Tsitoghdzian, submitted for auction by other collectors, and even refused consistently to provide any kind of appraisal of any kind of artwork by the defendant.

57. It is, however, obvious that Phillips Auctioneers LLC has had access since the beginning to the complete information behind the auctioning of both Lot 222 and Lot 217 aforementioned in 2014 and 2015, and it is assumable that Phillips Auctioneers LLC has tried to shield the public from further damages by not allowing other works by the same artist being part of any auction after 2015. However, this information will now be requested to Phillips Auctioneers LLC within the statute of limitations of New York related to fraud, since the plaintiff only put the pieces together that sustain his allegations of fraud in September 2020, when in fact he also sustained several phone and email conversations with Phillips Auctioneers LLC' legal representatives and, before, with the head of contemporary sales at Phillips Auctioneers LLC. See Exhibit 6 where the sales agent Rebekah Bowling, head of contemporary sales at Phillips answers in writing, about Tigran Tsitoghdzian: **“Phillips has decided that we aren’t comfortable offering works by the artist at the moment.”** See Exhibit 6.

58. It is worth mentioning that before the aforementioned auctioning of the Lots described, there had never been any kind of auction of artworks by Tigran Tsitoghdzian anywhere in the world—before their

auction of 2014. In other words, there were no other auction records existent in any database of public access in the art world related to any artworks created by Tigran Tsitoghdzian before Phillips Auctioneers LLC published in 2014 and 2015 the estimate of \$30,000 - 40,000, plus there were no other auction records that could incline anybody to think that artworks by Tigran Tsitoghdzian could achieve such outsized estimates as provided and disseminated publicly by Phillips Auctioneers LLC since 2014, and the price that both artworks reached on both occasions, additionally, surpassed grandly even the generous estimations of Phillips Auctioneers LLC, which, again, were not based on any pre-existent records of sales of artworks made by Tigran Tsitoghdzian. Exhibit 7 shows a detailed list of all auction records related to Tigran Tsitoghdzian from prestige-worthy auction houses around the world collected by Artprice.com, and it seems only four auction records exist, of which the first two are the ones we described before, and the others two are one in Istanbul, Turkey, which result of the auction was 'lot not sold', and the other a small piece sold in Switzerland for barely 5,000 Swiss francs.

59. Thus the representations of value of the painting to the plaintiff made by David Shara and detailed before were based, and reinforced in 2016 for the only extant auction records at that time, the ones at Phillips Auctioneers LLC in 2014 and 2015, which were, it was later discovered in 2020, organized by David Shara himself to inflate the price of the

paintings. The plaintiff could not do other thing, as many other collectors and art galleries, and members of the public, but believe those representations were real. Only when he requested Phillips to appraise the artwork in 2020, in order to proceed to sell it, then Phillips stated what has been explained before, and what can be better and clearly seen by examining the names and identities of the bettors behind the auction of 2015, in which David Shara himself was betting as an absentee, and where the other bettors were closely associate businessmen of him, thus the whole affair was a farce, a racketeering, a scheme to defraud the public.

60. It is also important to mention that, after these two remarkably high auction results in the same auction house and location, Phillips Auctioneers LLC in NYC, there are no other auction records that represent a logical continuation of this two isolated, extremely high results. On the contrary, scrutiny shows that there are few auctions afterwards, barely two more, and one of them, in Istanbul, yielded the result 'lot not sold'. [artprice.com](https://www.artprice.com) includes only well-known auction houses, and apparent auctions that really are not auctions, but deals pre-closed with an artist in order to give the appearance of an auction are accurately not included in such databases as [artprice.com](https://www.artprice.com) and a few others that command the trust of the art world.

61. In other words, Artprice.com, a very competent and reliable

source of independent information on real auction houses results worldwide, shows that Tigran Tsitoghdzian's auctions in all his career as an artist were four in total as of early 2022, three of them paintings, and one of them a drawing-water.

62. It can be stated that the pillars of the perception of Tigran Tsitoghdzian's artworks value in the market have been established by Phillips Auctioneers LLC's auctions of 2014 and 2015. Market actors and participants, buyers, collectors, the media, have relied on those records and estimates, and like them also the plaintiff in 2016 relied in such auction records and the very convincing, though reckless and shameless, insistence of David Shara representing in writing and verbally values that were even much higher than the last auction record in 2015, only to find that Phillips Auctioneers LLC itself does not want to auction nor to appraise any artworks by the same artist submitted after 2015, after publishing astronomical appraisals followed by sales with great premiums, that afterward do not take place again anywhere in the world.

63. These two auction records stand lonely and disconnected from the reality, **because they were artificially created directly by David Shara and his represented artist, Tigran Tsitogdzian, as it was found out in August 2020.** Following the statute of limitations, this cause of action is within its two-year bounds in this complaint, precisely because the plaintiff has been, as correspondence exchanged between his

previous counsel and counsel to David Shara and Honey Shara shows, trying to find amicable resolutions that have been answered only by the reckless insistence of the defendants to continue to inflict financial and professional harm on the defendant.

64. As discussed above, the plaintiff agreed to accept the painting as upfront compensation for AM-IOI based on the defendant's and David Shara's representation that the painting was worth hundreds of thousands of dollars, in David Shara's own written words in 2016 'potentially much more'. These representations were wildly reckless, and outright fraudulent because they both themselves had been organizing the auctions of 2014 and 2015, apparently with David Shara himself and/or closely associated business partners of him directly betting as absentees at least in 2015, perhaps also in 2014. The final price had been already arranged before the auctions took place.

65. Of note, Phillips' Auction House, which had successfully auctioned paintings by Tigran Tsitoghdzian in the past, declined to even appraise the painting that had been given to the plaintiff as upfront compensation. It appears that Phillips' decision in this respect goes beyond the quality of the painting and also concerns the conduct of the defendant and his associates, including Tigran Tsitoghdzian.

**AS AND FOR A CAUSE OF
ACTION FOR BREACH OF
IMPLIED COVENANT OF GOOD**

FAITH AND FAIR DEALING

66. AB reincorporates the allegations set forth in all previous paragraphs as if fully set forth herein.

67. Between July and October 2019 the film won more than fifteen awards and participated in more than thirty festivals around the world. Official selections poured in for the last three months of the year. At the same time, invoices were not being paid by his partner as it had been agreed in 2018, following his partner's intentions as manifested in the previously detailed emails, but the plaintiff kept up operations with his own credit and that of his small business, Da Vinci Films LLC. On Oct 15, 2019, 7:53 PM, the plaintiff made it clear to his partner that if he would not change course and honor the agreements, oral and written, he would have to start a legal action for breach of contract and breach of fiduciary duty. On Oct 16, 2019, 1:19 AM, his partner answered: **"This project is over. You will never get another penny from me.** I will see you in court. (.)..." A few minutes later he added: **"Don't forget... you work for me, you do not own this film. You were paid with my money to make this film.** You will hear from my attorney." The plaintiff had never been an employee of his partner, and it is the plaintiff who had been insulted and who had been sent his upfront compensation, the painting, almost a year later and of the poorest quality, but **this statement conveys a clear idea of the disparaging treatment the plaintiff**

was submitted to on a regular basis by the defendants.

68. On Oct 16, 2019, 11:07 AM, the plaintiff answered, among other reasonings, to his partner: "Nothing sustains your words, while I talk about proven facts. Yes, you do have obligations, of course you have, as I have had mine. **This film was made for its distribution, it's not a toy you can put out just because you got a fit.** It has taken 5 years of work and very low budget for you, that's why you said, and you are acting consistently according to what you said, you "don't care about losing 300,000 USD" which is enough to show business disadvantage created on purpose." **"It is you who asked me to be in touch with your mother, it is she who has been executing your plan.** You decided to hide behind." **"In the film industry we are tired of double standards, credit creep and abuse of power, hit lists, of boycotting careers and years of work to please someone: you are wading deep into a swamp."**

69. On the same day October 16, 2019, his partner backpedaled and agreed on trying to find a solution that would avoid legal action, stating: "I will move on and forget the past if you will. If not, I will see you in court and it will be ugly. You decide." **The plaintiff, trying to save the film, felt his best course of action was to accept the proposal of avoiding legal action.**

70. The plaintiff explained that the USA limited theatrical release,

necessary to render the film Oscar-qualifying, was in peril. Plaintiff also informed his partner of the several distribution offers already in conversations after attending the film market of the Carthage Film Festival, where critics had praised the film as **“American Mirror joins the pantheon of such films as David Lynch’s, Stanley Kubrick’s, but also of writers as Marcel Proust in his the search of lost time”**, and the urgency of getting all the releases as soon as possible, since without them no deal could be struck, and they might be lost. He also explained that the film was gaining great momentum internationally, and that had cost him great efforts and work during years, and the momentum could be lost if all pieces not be in place. The partner made himself responsible of collecting all the missing releases.

71. It must be noted that by that date all the releases related to the people the plaintiff had invited to be part of his film Am-IOI already had been collected by the plaintiff, and also in the power of both partners, as proof of good faith in dealing by the plaintiff.

72. Between October and end of December 2019 the film won another overwhelming tranche of international awards, but the USA limited Oscar-qualifying theatrical release must be suspended due to the key missing releases the defendant had made responsible to obtain. The USA theatrical release must be moved on to 2020 in expectation of finding a solution with the defendant.

73. In January 2020 the film garners more awards, becoming most awarded film at Jaipur Film Festival, India, for instance, and more conversations regarding distribution took place or continued or stalled. One of them came from MAD Solutions, the Arab world biggest distributor to theatres, TV and online platforms in the Middle East, but the release of the defendant made striking a deal impossible. On messages and phone calls, the plaintiff made it clear to David Shara that Mad Solutions distribution offer may flounder, as other conversations related to international distributors, because they were missing the key talent releases. Additionally, still invoices pending from 2019 were not yet paid by his partner.

74. By March 2020 COVID pandemic hit the world, and the entertainment industry was hit harder than many others. During this difficult months personal issues and problems overwhelmed the plaintiff while the defendants did not collect the talent releases, leaving the project in the lurch completely.

75. Between April and August the defendants managed to pay the pending invoices from 2019. The plaintiff again raised the question of several problems related to the Producers Agreement between the partner and the plaintiff, and also the fact that the talent releases were still missing, rendering the film un-distributable in a year, 2020, when the interest for online-only film commercializations were breaking records

because of the lockdowns, and the need of people for new content available online, since theatres were closed. **It was a tremendous loss of opportunity for the distribution of a film that had had a stellar performance in the international film festival circuit in 2019.** Conversations about the film distribution with international buyers had been suspended due to the lack of the missing key release of the defendant.

76. The plaintiff also informed of a new project for a new film in development, in which there was Academy-award winning talent in talks and the approval of the Francis Bacon Estate on the life of British painter Francis Bacon, based on a new script by the plaintiff. The Francis Bacon Estate went on to assert that of the many proposals for a film based on Francis Bacon, the plaintiff's proposal was by far the best and the one they wished to become a film. But the situation was particularly troubling since the lack of distribution of AM-IOI, a multi-awarded, highly praised film now, was lacking the logical continuity of the film from film festivals into distribution, and that was clearly damaging the professional perception of the plaintiff by other film industry players. The no distribution of AM-IOI was making the raising of funds for the new film based on the life of Francis Bacon impossible, creating a tremendous professional damage for the plaintiff and his company, Da Vinci Films LLC, injury for which the defendant is liable because he was not serving

the talent releases with the sole malicious purpose to harm the plaintiff, even if the no release of the film was against his own best interest.

77. The new 'Francis Bacon Project' in development by the plaintiff, that had attracted Academy-award winning talent across all fields, and particularly a two-time Academy award winner actor as it will proved in discovery, stalled during all these months and faced growing challenges to get funding mainly because his last film starring Susan Sarandon, and so multi-awarded, was lacking its due distribution plainly because of malicious, perverse maneuvers of the defendants for whom it was more important to coerce the plaintiff than to distribute the film. The damage that the situation has caused to the plaintiff has far reaching consequences. When on August 2020 the plaintiff insisted on these issues, his partner disappeared, announcing he would send his lawyer to contact the plaintiff.

78. By mid-September, counsel representing the partner, David Shara, and his mother, Honey Shara, sent a letter to the plaintiff in which, besides congratulating him for his great work at the helm of producing and directing the film, they suggested that the plaintiff renounced to his rights as stated in the Producers Agreement in order to allow his partner and his mother to be fully in charge of the distribution of the film, in clear violation of the terms of the Producers Agreement, that establish that the plaintiff would be in charge of distribution,

something that had been decided due to the extensive experience of the plaintiff in documentary filmmaking, as the results in the festival circuit clearly had showed in 2019 and 2018, and previous MoMA screenings of other art-centered films directed by the plaintiff had also shown in 2013 and 2015.

79. In a subsequent email conversation between the plaintiff and his partner's attorney, the defendants made their intentions crystal-clear through his counsel that: "The name and likeness releases have not been secured by our client [David Shara]; **they can secure all of them in an expeditious manner - but you have to take a backseat on this project []**". Further adding relentlessly: **"if you're serious about making money with this film and using it as a work that you can showcase so that your credits build and you have additional opportunities, you need to hand over the control of the film to our client."** "without our client's written sign-off (and the releases), you simply can't exploit the film any further. **If you don't want to let them run the exploitation of the film at this point, our client is prepared to let the film "die on the vine".**" "Unfortunately for you, **you have no choices here Arthur - just trust that David's self-interest in getting the best deals and making the most money from the film is in your best interest as well.**" See Exhibit 2. The plaintiff was more than troubled by this situation. The defendants were

refusing to either consent to the plaintiff's distribution of the film and willingly keeping the film hostage by not providing a number of talent releases necessary to distribute the film, despite acknowledging that they could obtain the talent releases (and expeditiously so), all of them. It must be noted that during previous years, the plaintiff had shared every single talent release he obtained from every single participant he had invited to be part of the film, including Donald Kuspit, who additionally signed a second copy and mailed it to David Shara's office, as he acknowledged via email. David Shara, however, promised on several times to obtain certain talent releases and especially those by people he invited to be part of the film, but never even tried to get them, as the correspondence of September 2020 shows clearly. It was clear that David Shara finally had decided to back-stab his partner in self-interest. David Shara had decided to trample the covenant of fair dealing and to breach the contract to strong-arm the plaintiff into signing a new contract, a coercion that meant either the plaintiff renouncing to his rights under the Producers Agreement, or causing ongoing and deepest financial and professional harm to him by thwarting the distribution of the film, and that refusing to show that he had in his power the talent releases, thus not showing the necessary guarantees to, at the very least, trust him in accomplishing the distribution.

80. These actions were simply an obvious, egoistical, self-interested

attempt to seize control of a universally acclaimed film. It had been the plaintiff who, according to contract, had taken care of the distribution and promotion of the film in the international film festival circuit, with undeniable success, and there was no reason to stop him from continuing with the commercial distribution process under the terms of the agreement. In fact, the attempts of the defendants to 'cancel' the festival circuit in 2019, stopping payments and creating instability, were no guarantee at all that they would be successful or trustable in taking care of the commercial distribution. In fact, his partner threatened in 2020 the plaintiff that if he did not hand over control of the film, the plaintiff would never receive profits from the film and would jeopardize his professional reputation and success, something that was already happening.

81. The defendants were making an effort in bad faith and out of malice to seize control of the film's distribution through coercion.

82. The COVID pandemic raging, economic activity paralyzed in the film industry, and not being able to distribute a work that had absorbed almost five years of his life, the plaintiff decided, in the light of the coercive maneuvers, to seek legal assistance.

83. Finally it was a fact that all hopes faded for the USA limited theatrical release of the film to happen, as it had been agreed upon with his partner, and scheduled for end 2019, then re-scheduled to end 2020 directly because of lacking the main talent releases promised by David

Shara. Time passing, the momentum gained by the international acclaim won by the plaintiff's work and extraordinary performance of the film in the international film festival circuit in 2019 faded into an irreparable loss for the business of distributing the film and for the professional perspectives of the plaintiff.

84. For all these losses the plaintiff seeks the relief of the court in the form of monetary compensation and also punitive damages, since the at-fault party behaved in a remarkably reckless and malicious manner, even against their own interests, with the sole purpose to cause harm in spite of going against their own interest. They could only act this way because, being very rich, and focused on the business of buying and selling color diamonds of millions of dollars in value, they decided that the no distribution of the film was of minor or no importance for them financially and professionally, that the money invested had been very small over a long period of time, and that causing harm to the plaintiff was more important than any money the film may yield to them. Additionally, the making of the film, the press releases mentioning Tigran Tsogidzian's participation, the promotion of Tigran Tsitogdyan in the many screenings during the festival circuit, were clear advantages to the business of selling Tigran Tsitogdyan artworks, a business that David Shara performed and out of which obtained 50% of all revenue sales.

85. A law practice in New York, White & Case LLC, agreed in

January 2021 on helping the plaintiff to attempt to solve the distribution of the film amicably with his partner, David Shara, with the collaboration of attorneys Nathan Aduddell and Andrew Hammond. After an extensive period of research and preparation between February and September 2021, in which no communication was received from the David Shara, a Demand Letter was sent by White & Case LLC as counsel of the plaintiff to his partner's counsel in October 8th, 2021. The letter summarized the plaintiff's claims to his partner, and demanded also securing and sending the talent releases that were missing, among other claims. Written communications between counsel show on November 15, 2021, 9:54 AM, plaintiff's counsel requested clearly: "Given the passage of time already, and in light of your representation that the talent releases can be obtained "expeditiously," we request that all of the necessary and outstanding talent releases be provided no later than this coming Monday, November 22, 2021."

**AS FOR CIVIL CONSPIRACY — ALL
DEFENDANTS**

86. AB reincorporates all the allegations set forth before as if fully set forth herein.

87. The correspondence between the plaintiff's counsel and David Shara and Honey Shara's counsel give proof of the civil conspiracy that

has been taking place between them and **Tigran Tsitogdzyan** and **Susan Sarandon** to commit business torts such as restrain of trade and breach of contract, in order to harm the plaintiff. Both Tigran Tsitoghdzyan, main topic of the documentary, and Susan Sarandon, main star in it, have recently in 2022 acknowledged in writing that they would only sign the talent releases necessary for distribution 'only' if David Shara agrees, which represents a promissory estoppel and a break of the verbal contracts both made with the plaintiff, of the promises they made in 2016, 2017 and 2018. Additionally, the statements of the defendants' counsel in September 2020 show, see Exhibit 2, that the defendants could obtain all the talent releases 'expeditiously', something that could only be stated if Susan Sarandon and Tigran Tsitogdzyan are acting in common agreement with the defendants. This is proved as follows:

88. On November 18, 2021 1:46 PM, David Shara answered through his counsel to the demands stated by plaintiff's counsel that they should obtain all necessary releases: "**Tigran Tsitoghdzyan reached out to Susan Sarandon** - she is traveling right now but will be in NYC in the next few weeks - she agreed to meet Tigran for coffee - when this meeting occurs, he will ask her to provide a release. **I will have a release ready to be sent to her lawyer or manager once their meeting occurs and we can confirm that she is willing to participate** - I'll reach out to you once the meeting occurs."

89. On December 7, 2021 8:14 AM, after being urged by the plaintiff's counsel regarding the releases, the defendants' counsel answered: "[] per my prior email to you, **everything hinges on Tigran Tsitoghdzian's meeting with Susan Sarandon** which has not occurred yet." One month later there was still no answer, and the plaintiff's counsel insisted on the state of the situation.

90. On January 3, 2022 3:00 PM, the plaintiff's counsel insisted on the plaintiff's demands regarding the defendant: "my client and I have been far more than accommodating so far. It has been three months since I sent you a letter requesting the talent releases. **It was shortly after that when you committed that David Shara would provide the talent releases and stop standing in the way of the film's distribution, in violation of his obligations** under the Producer's Agreement. What is more, **it was over one year ago, in September 2020, when you told Arthur that David [Shara] could secure "all of" the talent releases in an "expeditious manner."** But despite our accommodations – **accommodations far beyond what good faith or basic courtesy would call for** – we have now entered 2022 [...] **As to Ms. Sarandon's talent release, we also expect to receive that no later than January 24, 2022,** but, in a spirit of compromise, we are willing to provide reasonable additional time as necessary to allow for a meeting to be held with Ms. Sarandon (if it has not already taken place)."

91. On January 18, 2022 11:41 AM the partner's counsel insisted: "Hey Nathan - nothing changed from when we spoke - **Tigran is trying to get a meeting with Susan - he is self-motivated in his desire to have the film exploited - it only helps him** - once that meeting occurs, the rest will fall into place."

92. On January 30, 2022 5:13 PM, David Shara's counsel indicates what had been known and under discussion since 2019: "Hey Nathan - just to clarify - (...) - **if we don't have Susan's release, no distributor will accept [the film] for distribution.** Therefore, once you send me a copy of the release that she signed, I'll get the process underway for the rest."

93. This was a falsehood introduced as a hear-say by the defendant, since Susan Sarandon had never signed a release and sent it to the plaintiff, as it will be proved by the communications between Susan Sarandon and the plaintiff's counsel a few days later in 2022 on this chronology. **It is impossible to believe**, having the defendant met David Shara's envoy [Tigran] to obtain the release, **that Tigran Tstotoghzian was unable to clarify that fundamental point 'from her' directly.** Instead of verifying it tete-a-tete, they put out a false assumption as made by Tigran Tstotoghzian himself, who in that meeting had had the opportunity to obtain the answer directly from Susan Sarandon, with whom he met as the communication states unambiguously. The plaintiff's

counsel answers on Feb 4, 2022, at 10:03 AM: “Respectfully, I do not follow your response and it continues to raise serious concerns.” The last communication prompts David Shara’s counsel to write to the plaintiff’s counsel on February 4, 2022 10:09 AM **“Sorry Nathan - get me the Sarandon release and I’ll go from there.”**

94. This tortious game ends by mid-February 2022, when the plaintiff’s counsel contacts directly Susan Sarandon to address the situation of her release. Susan Sarandon’s hide-and-go-seek game in coordination with the defendants ends after a phone conversation takes place between her legal representation and the plaintiff’s counsel. In this conversation Susan Sarandon, through counsel of the plaintiff, was asked for the talent release — again. In spite of all, later on February 23, 2022, SMS messages sent by Susan Sarandon’s representative to the plaintiff’s counsel stated: Wed, Feb 23, 10:35 AM “hey nathan, it's brian from sarandon's. **she had a talk with tigran and might be willing to consider signing the release over to tigran and David.**” Plaintiff’s counsel answers: “Thank you very much for the update. Do you or Susan have a preference for the best way to move forward? If not, I would be happy to relay this message to Tigran and David, so that they could reach out to Susan directly. Thank you.” The defendant’s representative answers: “I think you/arthur need to get with tigran and david and figure it out. whenever you all agree, feel free to reach back out. **But we’ll only**

consider if tigran and david approve." (See Exhibit 8.)

95. The previous messages were seriously concerning and troubling since they prove unambiguously and directly from Susan Sarandon's own statements the fact that they all were in clear coordination with David Shara and Honey Shara in accomplishing the ruin of the film by not providing the plaintiff, the person holding the rights to start distribution, the necessary release for its distribution. Not only that, her approval to sign such a permission **would 'only' happen 'if'** the plaintiff agreed on the terms proposed by his partner, which, as it has been exposed before, were only intended to coerce the plaintiff and deprive him of his asserted rights as established in the Producers Agreement. **These sets of communications establish the civil conspiracy that had been and is taking place with the sole purpose to cause harm to the plaintiff.** The plaintiff's counsel reached out immediately to counsel of David Shara and of Tigran Tsitoghdzyan, on February 25, 2022 8:02 AM, requesting: "We are writing today about collecting a talent release from Susan Sarandon, who participated in the film. As you know, one of steps is in the lead-up to public distribution of the film is the collection of all outstanding talent releases, so it is important that we obtain Ms. Sarandon's release." David Shara's counsel states on March 1, 2022 at 9:04 PM: "as discussed numerous times with you by phone, **Susan wants nothing to do with your client - to say she hates him is an**

understatement after he abused her by email and by phone” (See Exhibit 9.) It is false, however, that the plaintiff ever abused anybody, it is false also that Susan Sarandon ever had any phone conversation with the plaintiff, but the statement is important because it links directly Susan Sarandon’s motivation is ‘hate’. He then goes on to add: “We need to discuss logistics before we obtain her release - I suggest that we do a call with Andrew joining us.” The conversations show that the defendants only in appearance committed to obtain the talent releases, but after that conversation counsel to David Shara disappeared, never answering again the phone calls and emails made by the plaintiff’s counsel, and no talent releases had been collected, and none was never sent to the plaintiff nor to his counsel to this date. The last communication in writing was from April 5th, 2022. This set of emails show how the defendants willfully committed themselves to thwart the film’s distribution, even when opposing counsel had stated that the release ‘only’ benefits them. Their actions are motivated by malice, go against their own interest, are a ‘luxury’ they can afford on account of their enormous wealth and influence on others, and are designed to cause maximal harm to the plaintiff’s professional and business interests. The defendants pattern of behavior shows bad faith and malicious intent to cause harm to the plaintiff. They are perfectly aware of the injury they are causing to the plaintiff, and still their recalcitrant behavior continues in the same direction. The

communications held between counsel of the plaintiff and their counsel gives unambiguous proof the influence the defendants hold on the main cast of the film, that they share malicious intent, that they are coordinated to obtain maximal harm on the plaintiff out of malice, since everybody acts against their own interests as professed by their own respective counsels.

96. The communications exchanged in 2019, 2020, 2021 and 2022, show that the defendants did all in their power to cause professional and financial injury to the plaintiff, which accrues since the moment the film could and had to be closing deals related to commercial distribution, beginning 2020.

97. Honey Shara collaborated with Tigran Tsitogdzyan in August 2019, in wringing unlawfully from the plaintiff a copy of the film right before a grand opening of Tigran Tsitogdzyan artworks was about to take place in August 2019. Contemporary correspondence shows how right at the moment when Tigran Tsitogdzyan's counsel requested 'formally', with no right to do so, a copy of the film, also Honey Shara made the same request, simply to please Tigran Tsitogdzyan, while this was unlawful and while Tigran never had signed the necessary releases for his artwork, his persona, and son. Honey Shara and David Shara, whose only principles are based on 'money', and for whom 'money' also represents the only kind of value a human being may have in their eyes, accustomed to

cater for wealthy people who are their clients in the color-diamond collecting world, are certainly accustomed to please the whims of anybody they consider rich enough and famous enough, even if the petition is immoral, and also turn a blind eye if necessary, and in this case they were pleasing Tigran Tsitogdzian, because of the business ties between David Shara who represents and sells his artworks and him, and celebrity Susan Sarandon, against the logic of the contract and against the rights of the plaintiff to commercially release the film. Honey Shara was requesting apologies from the plaintiff regarding his personal and private opinions never publicly published if he wanted the pending invoices paid in 2019, and in this context of coercion is when also she joined exactly at the same time the petition of Tigran Tsitogdzian to obtain a copy of the film, something had no right to request, even less to obtain. This is a collaboration of the defendants to tortiously interfere with the contract by allowing a third party to have a copy of the copyrighted film for his own improper enrichment, simply because 1) Tigran Tsitogdzian makes the paintings that David Shara sells and gets a profit from; and 2) they were already coordinated in taking maximal profit out of the film without any intention to respect the terms of the contract and proceed to distribution. Honey Shara's interest, as her son's, David Shara, was to do anything in their hands to please the 'rich and famous', even if that also included trampling the rights of the director and producer of the film, coercing him

directly to modify his opinions if he wanted to get pending invoices paid, for instance, an outrageous petition that only shows abuse and a toxic understanding of the power of their own wealth. Honey Shara, in addition to that, even went on to request and obtained unlawfully tax information from Da Vinci Films LLC, which probably was disseminated among the others, and the plaintiff seeks also charges, and punitive damages, against Honey Shara for this deed.

98. Honey Shara's involvement represents the abetting of a copyright infringement and also an unjust enrichment cause of Tigran Tsitogdzyan under coercive circumstances created, fostered and enforced by her own actions.

99. Finally, since 2020, although the releases had been requested from David Shara and from Honey Shara by the plaintiff on many occasions in 2017, 2018, 2019 and afterwards, and in 2022, they disappeared following exactly what their counsel clearly announced on Sat, Sep 19, 2020 at 10:39 AM: "we prepare a new agreement as I previously outlined and our client will secure the releases (...) or Choice 2: Feel free to reach out to me when you change your mind. If this is your choice, our client will not respond to you further." Exhibit 2.

100. The filing of this lawsuit is not frivolous nor optional, is necessary and it is a last resource for the plaintiff to seek relief since the malice of the defendants is more than obvious as the true motivation of

their actions.

SECTION 2

RELATED TO DEFENDANT TIGRAN TSITOGHDZIAN.

**AS AND FOR A CAUSE OF
ACTION FOR TORTIOUS
INTERFERENCE WITH
PROSPECTIVE BUSINESS
ADVANTAGE BY TIGRAN
TSITOGHDZIAN**

101. AB reincorporates the allegations set forth in paragraphs 1 through 35 as if fully set forth herein.

102. In February 2019 the plaintiff exchanged a number of opinions via email with actress Susan Sarandon, who is another defendant in this lawsuit. The plaintiff reincorporates the allegations and all the Exhibits set forth in his Complaint against Susan Sarandon as if fully set forth herein. They are incorporated as Exhibit A, which contains the previous version of the Complaint against Susan Sarandon, including all the Exhibits in that complaint mentioned as part of the same file.

103. Susan Sarandon disseminated these emails to the defendant via email, and there was a collaboration between both Susan Sarandon and the defendant to 1) tortiously interfere with the contract existing and

valid between the plaintiff and his partner David Shara, and 2) tortiously interfere with the business expectancy of the plaintiff related to other business endeavors already in motion in collaboration with his partner, David Shara.

104. On a phone conversation witnessed by the plaintiff's wife, David Shara abused the plaintiff. He acknowledged he had talked to Susan Sarandon, and he threatened the plaintiff to cancel the new project they were planning to start since 2018, in preproduction called 'Nazi propaganda', and also to cancel the entire festival circuit of the film AM-IOI, unless the plaintiff changed his opinion at least in appearance and sent the most "groveling apology I have ever read in my life to Susan Sarandon." The plaintiff, offended and alarmed, explained to his partner that Susan Sarandon had the right to her negative opinions about the film, even if they were a disgrace and did not make any sense, but also that he, the plaintiff, had his right to his own opinions, and that he stood by his opinions privately, and he had not voiced them publicly, neither had any intention to do so. The plaintiff asked how it was possible that this private emails had been in his power, and **his partner answered that she, the defendant, had shared them with Tigran Tstotoghzian and with him,** and also stated that she was considering a lawsuit against 'us', the partner and the plaintiff. It was clear that the litigation threat was meant to interfere with the contract existing

between the plaintiff and his partner. The plaintiff asked ‘a lawsuit based on what?’, and his partner insisted that the reason would be ‘because of your email’. The plaintiff explained that it was not possible to do that because he had his right to his own opinions, and his partner hung up the phone call.

105. The plaintiff did not receive any communication from the defendant, and kept the operations of the festival circuit for the film AM-IOI. The film’s acceptance was growing and an increasing number of festivals around the world were selecting it. See Exhibit 5 with WhatsApp messages sent by David Shara, where he states the reason of his cancelling existing and future projects is also related to the influence of the defendant.

**AS AND FOR A CAUSE OF
ACTION FOR TORTIOUS
INTERFERENCE WITH
CONTRACT BY TIGRAN
TSITOGHDZIAN**

106. The plaintiff reincorporates the allegations set forth in the paragraphs before as if fully set forth herein.

107. On Apr 15, 2019, at 11:08 AM the plaintiff sent a report to his partner via email on how to better address the situation and the festival circuit, and after trying to contact his partner again, the plaintiff received the next WhatsApp messages from his partner (see second part of Exhibit

5): [4/15/19, 12:12:32] David Shara: **Unfortunately we are not able to continue our relationship** [4/15/19, 12:12:54] David Shara: **The way you write to Susan and Tigran is unacceptable** [4/15/19, 12:15:33] David Shara: I cannot work with you anymore [4/15/19, 12:16:04] David Shara: **The other projects can never be exposed to the angry hateful words you spew at people** [4/15/19, 12:16:12] David Shara: “It is unacceptable” On Mon, Apr 15, 2019 at 12:21 PM, the plaintiff’s partner wrote as a response to the plaintiff on an email that complemented the Whatsapp messages and made reference to them: “See my W h a t s A p p t e x t s ... w e a r e f i n i s h e d . N o m o r e m o n e y , n o m o r e p r o j e c t s” The communications serves as clear evidence of the changed operated on his partner by the defendant’s threats and his direct petitions to cancel the festival circuit of the film. Also serves as a proof that the defendant shared privately held communications with the plaintiff with the sole intention to convince the plaintiff’s partner, David Shara, that he should cancel any ongoing or new projects with the plaintiff, as David Shara clearly states: “**The way you write to Susan and Tigran is unacceptable** [4/15/19, 12:15:33], which shows ‘the way you write’, because he had been sent communications by the plaintiff that were simply opinions the plaintiff had all the right to have. See Exhibit 5.

108. In relation to the defendant Tigran Tsitoghdzhyan, David

Shara can only make reference to SMS and WhatsApp messages in which the plaintiff clearly stated and explained his unhappiness with the quality of the painting the defendant had painted as an upfront compensation as specified on the Producers' Agreement. The plaintiff explained to the defendant his point of view regarding an artwork that had been given to him almost two years later than stipulated by contract, and, in his opinion, very poorly executed. Thus the plaintiff had made clear his opinion regarding this painting, and the defendant had used these opinions to interfere between the defendant and his partner, who stated: **"The way you write to Susan and Tigran is unacceptable"** [4/15/19, 12:15:33]. It seems that the plaintiff had no right to any kind of opinion in any form, even related to flagrant breach of contract. Of note: when in 2016 he requested a contract establishing what had been promised verbally, the defendant tried to get the plaintiff 'fired' from the project and clearly bullied, threatened him, and interfered between the plaintiff and his partner, David Shara. Likewise, when in 2019 the plaintiff voiced his displeasure at the final result of a painting that had come to his hands almost two years later than stipulated by contract, and of less quality than it should and could, then the defendant, again, interfered in order to harm the plaintiff's actual and future business with his partner.

109. That set of messages perfectly coordinated with an email are

the unambiguous proof that the plaintiff was deprived of the new project 'Nazi propaganda' in development as a direct consequence of the messages exchanged between the plaintiff and the defendant, and of the defendant requesting from David Shara to shatter all business relationships with the plaintiff, including present and future projects, requesting from the plaintiff's partner that he breach the contract in order to cause harm to the plaintiff. These actions were, also, a direct consequence of the defendant and Susan Sarandon coordinated in civil conspiracy to cause injury to present and future projects in which the participation and execution of the plaintiff as a producer and filmmaker had been already established before their tortious interference.

110. The WhatsApp messages continued cascading from his partner into the plaintiff's phone as follows: [4/15/19, 12:41:17] AB: We will have to talk. [4/15/19, 12:41:33] David Shara: Speak to my mother [4/15/19, 12:42:17] David Shara: **I cannot do any other work together** [4/15/19, 12:42:38] David Shara: **I'm finished with this project and the others** [4/15/19, 12:42:48] David Shara: **Cancel the film festivals** [4/15/19, 12:42:55] David Shara: **I do not care about them** [4/15/19, 12:44:41] David Shara: **The email u wrote to Susan and the way u treat Tigran is unacceptable.** [4/15/19, 12:56:24]

111. This exchange of written communications shows the way the plaintiff was informed of the dire consequences: 1] It explicitly shows that

his partner decides that the festival circuit must be canceled, with all the consequences that professionally would entail to the plaintiff, as a consequence of the defendant requesting it [David Shara: **“the way u treat Tigran is unacceptable”** [4/15/19, 12:56:24], simply because the plaintiff manifest his displeasure at the painting that he receives as an upfront, and 2] It explicitly shows that his partner announces to the plaintiff that the other project in preproduction must be cancelled, and that he, his partner, does not want to partner with the plaintiff ever again, not because the plaintiff’s work is not good enough, but because he exchanged privately opinions with the defendant and because this way the partner expected to please the defendant enough. 3] Finally it is clear that all these things were happening because the defendant did share the private exchange of messages to which opinions therein stated the plaintiff had all the right to have, so as to achieve a retaliatory effect on the plaintiff’s work and career: new projects cancelled, and the actual film being ordered to disappear from the festival circuit, a work with film festivals that had taken almost a year to be implemented by the plaintiff.

112. At the beginning of May 2019, and after being directed to Honey Shara, the partner’s mother, and also a co-owner of the partner’s company, Optimum Diamonds LLC, the plaintiff sustained several phone conversations **in which Honey Shara, on behalf of her son, the plaintiff’s partner, requested from the plaintiff a written apology**

to be sent to the defendant as the only way to be able to continue with the project of the film in the festival circuit and the Oscar-qualifying US limited theatrical release as stipulated and budgeted, and scheduled tentatively for end 2019 or beginning 2020. The plaintiff made it clear that he had nothing to apologize about, that he had the right to his own opinions about the painting he had received but over-late as per the contract, and that the painting had come later than it should according to the contract. **Honey Shara made it clear that they would not honor the agreements as stated in the Producers Agreement signed by the plaintiff and his partner, unless the plaintiff presented written apologies to the defendant because the defendant had demanded it to be that way.**

113. In May 2019 the plaintiff reminded again by emails his partner of his obligations under the Producers Agreement and subsequent plans and approved budgets in 2018 in order to continue with the project, and also complained that a project had been robbed off him simply ‘to please others’ retaliation wishes. All these negative actions were the consequence of the defendant’s demanding retaliatory actions to be executed by the plaintiff’s partner, David Shara, actions intended to harm the plaintiff professionally and economically, by interfering in the business relationships of the plaintiff. Firstly, interfering with the contract he knew existed and regulated the film production and

exploitation; secondly, with the economic expectancy the plaintiff had in the other projects already discussed [the ‘Nazi propaganda’ documentary film, cancelled] with the same partner and in preproduction, which had been obliterated.

114. On May 28, 2019, 9:56 AM, his partner goes on to directly answer the private email conversation between the plaintiff and the defendant, and in doing so he even included as CC copy Tigran Tsitoghdzyan, the defendant, unlawfully sharing the conversation and contents of the communications privately held by the plaintiff. He wrote: **“(...) I don’t care about the 200-300,000 dollars I have put into this project. I do not care about this film. I care about Tigran and my family’s reputation. (...) I don’t want to spend any more on it. I’ll have my lawyer review the contracts, but remember that very few people have signed talent release. So think very carefully about what I have written and how you have acted towards Susan and Tigran...”** The plaintiff’s partner clearly acts under the influence of the defendant, who wanted to accomplish retaliation and harm on the plaintiff’s present and future business. In fact, sending this email, including the defendant as CC, David Shara stages his disdain towards the plaintiff and wants to show, directly and unambiguously to the defendant, a partner in the business in selling artworks, that he, the defendant, has accomplished from him, David Shara, what had been

asked for by him, the defendant.

115. On May 28, 2019, 3:59 PM, following the previous email, Tigran Tsitoghdzian remarkably added, referring to Susan Sarandon: **“She came that day for me!** Not for money, nor for the print.” That shows very clearly how in his views her participation had been a consequence of their personal relationship, that of the defendant and Susan Sarandon, something the plaintiff never denied, and he found childish this outcry, which is crucial to understand Susan Sarandon’s true motivations in coming close to the film.

116. The previous communication prompted an answer from the plaintiff on May 28, 2019, 2:44 PM, defending his position and his work and pointing out, among other things: “(...) My emails, on the contrary, aside from my opinions (to which I have a right as you have yours), show the GOOD WILL to bring the film to its best fruition for everybody, but there is ill-will on your side, and against that little can be done. And one last thing: If you don't respect me or my work, do not expect the same thing on my side. You either change course or just choose another person to communicate with me and this office.(...) **Your communications are dangerously malicious, bullying, insulting, plagued with false statements, misleading, designed to cause anxiety on persons who had delivered the very best for this investment over a period of time that represents in itself plainly a breach of contract.** We have

reached the limit.” The plaintiff added answering the string of emails:
“Immoral is to ruin a film distribution just because two individuals exchange opinions.”

117. During June and July 2019 it is Honey Shara, mother of the plaintiff’s partner, David Shara, who communicates via email with the plaintiff. He requests the payments of the pending invoices, and Honey Shara answers that ‘there is no money’, and **her emails indicate that the plaintiff should present an apology to the defendant to get pending invoices paid.** The plaintiff makes clear that stopping paying the invoices related to the rest of 2019 film festival circuit would put the investment and the performance of the film in danger.

118. The plaintiff keeps up the operations, and in July 2019 Honey Shara, while not paying pending invoices, requested confidential information about the plaintiff’s company tax returns of previous years, **which the plaintiff felt coerced to send to her in hopes that that will bring some order to the situation of unpaid invoices.**

119. On July 5th 2019 the Oscar-qualifying Carthage Film Festival informed the plaintiff that the film had been selected as part of its official selection World Films out of competition to take place in October 2019.

**AS AND FOR A FIFTH CAUSE OF
ACTION FOR UNJUST
ENRICHMENT BY TIGRAN**

TSITOGHDZIAN

120. AB reincorporates the allegations set forth in paragraphs 1 through 57 as if fully set forth herein.

121. Also in August 2019 the defendant, by his counsel, requested a ‘copy of the film’ ‘American Mirror: Intimations of Immortality’. The defendant had no right to be in possession of any copy of the film. This request was made urgently just weeks before a ‘grand opening show’ of his artworks in Yerevan, Armenia. The defendant argued that he wanted a copy of the film to show it to his parents. That was false. The plaintiff can show numerous emails in which he had been sharing rough cuts and final copies of the film with the defendant in 2018, and 2017 and 2016, and some emails will show that they were specifically intended to be seen by the parents of the defendant, to whom the plaintiff always showed utmost respect, in spite of never having met them in person.

122. Carl Bedell, the defendant’s counsel, in an repugnant and egregious example of malicious malpractice, insisted on requesting ‘formally’ a copy of the film without justifying any rights to do so, and as the date of the ‘grand opening’ in Yerevan approached the urgency of this petition took on a more dire tone. On August 19, 2019 at 4:29 PM, See Exhibit 7: Carl Bedell writes unambiguously: “Arthur – My client has asked me if you responded to our email – and I have had to tell him that

you hadn't. At this point, **I am required to make a formal request for a digital copy of the film for Tigran.** Please respond to this email to let me know if you are or are not willing to provide that copy.”

The plaintiff was aware of the lacking of grounds to act this way, but, being coerced by the fact that David Shara and his mother, Honey Shara, who were in clear coordination with the defendant, who seemed to be willing to go against their own interests as co-producers in order to please any caprice and whim of the defendant, had stopped paying invoices since May, decided to yield simply because he was being forced to act this way by the circumstances. **Honey Shara participated directly in the unjust enrichment of Tigran Tsitoghdzian.** But by doing so the defendant, who had denied to the plaintiff the signing of the talent release for using his image, that of son, a minor, and those of his artworks, took care of having a copy of the film for his own advantage. The film was eagerly requested because he wanted to show it privately in Yerevan, so that it could help him better sell his new artworks, and he had been using that copy repeatedly since then for the same purpose. He had stood in the way of allowing the distribution of the film, never providing the necessary permissions for its distribution, while had taken advantage of the plaintiff's work directly, for his own improper and unjust enrichment, catering it privately, but unlawfully, to art dealers, collectors and fans.

123. The plaintiff alleges that his work as a filmmaker and producer has been conferring a benefit upon the defendant, and that the defendant has been obtaining such benefit without adequately compensating plaintiff therefor, when the plaintiff clearly is entitled to his rights to commercially distribute the film under the Producers Agreement terms, and all happening while the defendant himself has failed to provide the necessary permissions, as he had promised to do, with the sole intention to harm financially the plaintiff, and also professionally.

**AS AND FOR A SIXTH CAUSE OF
ACTION FOR PROMISSORY
ESTOPPEL BY TIGRAN
TSITOGHDZIAN**

124. AB reincorporates the allegations set forth in paragraphs 1 through 61 as if fully set forth herein.

125. Between July and October 2019 the film won more than fifteen awards and participated in more than thirty festivals around the world. Official selections poured in for the last three months of the year. At the same time, invoices were not being paid by his partner as it had been agreed in 2018, following his partner's intentions as manifested in the previously detailed emails, but the plaintiff kept up operations with his own credit and that of his small business, Da Vinci Films LLC. On Oct 15, 2019, 7:53 PM, the plaintiff made it clear to his partner that if he would

not change course and honor the agreements, oral and written, he would have to start a legal action for breach of contract and breach of fiduciary duty. On Oct 16, 2019, 1:19 AM, his partner answered: **“This project is over. You will never get another penny from me.** I will see you in court. You should look in the mirror and speak to your lovely wife. Perhaps she can teach you some manners.” A few minutes later he added: **“Don’t forget... you work for me, you do not own this film. You were paid with my money to make this film.** You will hear from my attorney. We have zero obligations to fund you. We have done everything you asked of us for many years. Then you decided to insult us. Think about it.” The plaintiff had never been an employee of his partner, and it is the plaintiff who had been insulted and who had been sent his upfront compensation, the painting, almost a year later and of the poorest quality, but **this statement conveys a clear idea of the disparaging treatment the plaintiff was submitted to on a regular basis after the defendant’s interference, the toxic environment the defendant had created with his interference.**

126. On Oct 16, 2019, 11:07 AM, the plaintiff answered, among other reasonings, to his partner: “Nothing sustains your words, while I talk about proven facts. Yes, you do have obligations, of course you have, as I have had mine. **This film was made for its distribution, it's not a toy you can put out just because you got a fit.** It has taken 5 years of

work and very low budget for you, that's why you said, and you are acting consistently according to what you said, you "don't care about losing 300,000 USD" which is enough to show business disadvantage created on purpose." **"It is you who asked me to be in touch with your mother, it is she who has been executing your plan.** You decided to hide behind." **"In the film industry we are tired of double standards, credit creep and abuse of power, hit lists, of boycotting careers and years of work to please someone: you are wading deep into a swamp."**

127. Then on the same day October 16, 2019, his partner backpedaled and agreed on trying to find a solution that would avoid legal action, stating: "I will move on and forget the past if you will. If not, I will see you in court and it will be ugly. You decide." **The plaintiff, trying to save the film, felt his best course of action was to accept the proposal of avoiding legal action.** In a phone conversation that followed this string of emails showing intention on both parts to find an amicable continuation, **the plaintiff's partner, David Shara, acknowledged he had been acting since February 2019 under fear of the defendant's threatening legal action against the film and against him,** but he assured the plaintiff that he would get all necessary talent releases as soon as possible to guarantee the film distribution. He also recognized the success the film was achieving was 'terrific', and that

was a lesson for those who have tried to ruin it, himself included. But also he warned of the defendant's growing hatred against the plaintiff and the film on account of the tremendous success of the film. He also excused himself stating that **all what had happened before had happened because it had been requested by the defendant as a consequence of the plaintiff's private email exchange with Susan Sarandon, and as a consequence of the plaintiff's opinion that he had not liked the final result of the painting made by the defendant.** He assured to plaintiff that he would try to assuage the defendant and Susan Sarandon to sign a release, which was absolutely necessary to take the film to distribution. He also assured the plaintiff that the defendant and Susan Sarandon had no intention to sign that necessary release because they wanted to render the film un-distributable, and that was why he had been trying to stop paying invoices. This further explains the degree of power and interference the defendant was exerting on the contract between the plaintiff and his partner, purely to harm the plaintiff's economic prospects and professional reputation.

128. The plaintiff explained that the USA limited theatrical release, necessary to render the film Oscar-qualifying, was in peril. His partner stated that the defendant wanted to avoid that at all cost, that he and Susan Sarandon did not want the film to get the Oscar-qualifying US theatrical release, a condition necessary by the Academy rules to render a

film selection-able for any category. Plaintiff also informed his partner of the several distribution offers already in conversations after attending the film market of the Carthage Film Festival, where critics had praised the film as **“American Mirror joins the pantheon of such films as David Lynch’s, Stanley Kubrick’s, but also of writers as Marcel Proust in his the search of lost time”**, and the urgency of getting all the releases as soon as possible, since without them no deal could be struck, and they might be lost. He also explained that the film was gaining great momentum internationally, and that had cost him great efforts and work during years, and the momentum could be lost if all pieces not be in place. The partner made himself responsible of collecting all the missing releases, promising to change the mind of the defendant in a conversation. It must be noted that by that date all the releases related to the people the plaintiff had invited to be part of his film Am-IOI already had been collected by the plaintiff, and also in the power of both partners, as proof of fiduciary duty by the plaintiff.

129. Between October and end of December 2019 the film won another overwhelming tranche of international awards, but the USA limited Oscar-qualifying theatrical release must be suspended due to the key missing release of the defendant, those related to his son, and Susan Sarandon’s. In another phone conversation by end of December 2019, the partner explained to the plaintiff that the defendant wasn’t willing to

provide the release, but that he was trying to convince him and Susan Sarandon. **As regards to Susan Sarandon, on that same conversation the partner went on to state to the plaintiff that “the situation was worse if it’s possible because of the enormous success the film was conquering in the festival circuit, she feels humiliated by it”.** The plaintiff told his partner that was extremely concerning, and wrong. The USA theatrical release must be moved on to 2020 in expectation of finding a solution with the defendant.

130. In January 2020 the film garners more awards, becoming most awarded film at Jaipur Film Festival, India, for instance, and more conversations regarding distribution took place or continued or stalled. One of them came from MAD Solutions, the Arab world biggest distributor to theatres, TV and online platforms in the Middle East, but the release of the defendant made striking a deal impossible. On messages and phone calls, the plaintiff made it clear to his partner that Mad Solutions distribution offer may flounder, as other conversations related to international distributors, because they were missing the defendant’s written release and that related to his son, a minor. Additionally, still invoices pending from 2019 were not yet paid by his partner.

131. By March 2020 COVID pandemic hit the world, and the entertainment industry was hit harder than many others. During this

difficult months personal issues and problems overwhelmed the plaintiff while the defendant kept his position of not sending his release.

132. Between April and August the plaintiff's partner managed to pay the pending invoices from 2019. The plaintiff again raised the question of several problems related to the Producers Agreement between the partner and the plaintiff, and also the fact that the talent releases were still missing, rendering the film un-distributable in a year, 2020, when the interest for online-only film commercializations were breaking records because of the lockdowns, and the need of people for new content available online, since theatres were closed. **It was a tremendous loss of opportunity for the distribution of a film that had had a stellar performance in the international film festival circuit in 2019.** Conversations about the film distribution with international buyers had been suspended due to the lack of the missing key release of the defendant.

133. The plaintiff also informed of a new project for a new film in development, in which there was Academy-award winning talent in talks and the approval of the Francis Bacon Estate on the life of British painter Francis Bacon, based on a script by the plaintiff. The Francis Bacon Estate went on to assert that of the many proposals for a film based on Francis Bacon, the plaintiff's proposal was by far the best and the one they wished to become a film. But the situation was particularly troubling

since the lack of distribution of AM-IOI, a multi-awarded, highly praised film now, was lacking the logical continuity of the film from film festivals into distribution, and that was clearly damaging the professional perception of the plaintiff by other film industry players. The no distribution of AM-IOI was making the raising of funds for the new film based on the life of Francis Bacon impossible, creating a tremendous professional damage for the plaintiff, injury for which the defendant is liable because he was not serving the talent releases with the sole malicious purpose to harm the plaintiff, even if the no release of the film was against his own best interest. He had been, however, in unlawful possession of copy of the film wrung from the plaintiff in August 2019 under coercive circumstances that he himself, in conspiracy with Susan Sarandon, had provoked.

134. The new 'Francis Bacon Project' in development by the plaintiff, that had attracted Academy-award winning talent across all fields, and particularly a two-time Academy award winner actor as it will proved in discovery, stalled during all these months and faced growing challenges to get funding mainly because his last film starring Susan Sarandon and with the participation of the defendant, and so multi-awarded, was lacking its due distribution plainly because of malicious, perverse maneuvers of the defendant and of Susan Sarandon and their interference with the existing contract. The damage that the situation has

caused to the plaintiff has far reaching consequences. When on August 2020 the plaintiff insisted on these issues, his partner disappeared, announcing he would send his lawyer to contact the plaintiff.

135. By mid-September, counsel representing the partner, David Shara, and his mother, Honey Shara, sent a letter to the plaintiff in which, besides congratulating him for his great work at the helm of producing and directing the film, they suggested that the plaintiff renounced to his rights as stated in the Producers Agreement in order to allow his partner and his mother to be fully in charge of the distribution of the film, in clear violation of the terms of the Producers Agreement, that establish that the plaintiff would be in charge of distribution, something that had been decided due to the extensive experience of the plaintiff in documentary filmmaking, as the results in the festival circuit clearly had showed, and previous MoMA screenings had also shown in 2013 and 2015.

136. In a subsequent email conversation between the plaintiff and his partner's attorney, the partner made it clear through his counsel that: "The name and likeness releases have not been secured by our client [David Shara]; **they can secure all of them in an expeditious manner - but you have to take a backseat on this project []**". Further adding relentlessly: **"if you're serious about making money with this film and using it as a work that you can showcase so**

that your credits build and you have additional opportunities, you need to hand over the control of the film to our client."

"without our client's written sign-off (and the releases), you simply can't exploit the film any further. **If you don't want to let them run the exploitation of the film at this point, our client is prepared to let the film "die on the vine".**" "Unfortunately for you, **you have no choices here Arthur - just trust that David's self-interest in getting the best deals and making the most money from the film is in your best interest as well.**" The plaintiff was more than troubled by this situation. His partner was refusing to either consent to the plaintiff's distribution of the film and willingly keeping the film hostage by not providing a number of talent releases necessary to distribute the film, despite acknowledging that he could obtain the talent releases (and expeditiously so), all of them, included that of the defendant. It was clear that David Shara had decided to back-stab his partner by joining the ranks of those who had tried everything in their power to harm the plaintiff. David Shara had decided to trample the fiduciary duty and to breach the contract to strong-arm the plaintiff into the submission Susan Sarandon and the defendant had demanded since the beginning of 2019.

137. **These actions were an obvious attempt to seize control of a universally acclaimed film. In fact, his partner threatened the plaintiff that if he did not hand over control of the film, the**

plaintiff would never receive profits from the film and would jeopardize his professional reputation and success, something that was already happening. His partner's statements show, at a minimum, that he was acting in coordination with the defendant, since he affirms that he could get his release, and also that of Susan Sarandon, 'expeditiously', and by this, again, the defendant was seeking to interfere with both the distribution of AM-IOI and the plaintiff's other professional endeavors, all in an effort to improperly enrich the plaintiff's partner, after having enriched himself unjustly since August 2019 when he unlawfully wrung a copy of the film from the plaintiff in coercive circumstances propitiated by Honey Shara, an abettor, after having taken advantage of all the publicity generated by a film that had won more than fifty awards internationally in close to eighty film festival participations, who thanks to his collaboration was able to coerce the plaintiff into a new 'agreement' that would deprive the plaintiff of his asserted rights. The tortious interference of the defendant has accomplished a *de facto* breach of the existing contract, something that was also against his own best interest; that, however, was not important as long as the interference was causing major injury to the plaintiff. It was the result of using his influence on David Shara to quash the rights of a filmmaker who had made an excellent, respectful, acclaimed work with his likeness, image and voice, and that of his

artworks. He did not care about his losses as long as he could maximize the ruin to the plaintiff.

138. The partner was making an effort to seize control of the film's distribution through coercion, and that the partner could only make those assurances regarding the defendant's release thanks to the defendant's ongoing collaboration to deny the release to the producer, the plaintiff, who is the person entitled to set up the distribution according to the Producers Agreement.

139. The COVID pandemic raging, economic activity paralyzed in the film industry, and not being able to distribute a work that had absorbed almost five years of his life, the plaintiff decided, in the light of the coercive maneuvers of his partner thanks to the collaboration of the defendant, to sought legal assistance.

140. Finally it was a fact that all hopes faded for the USA limited theatrical release of the film to happen, as it had been agreed upon with his partner, and scheduled for end 2019, then re-scheduled to end 2020 fundamentally because of lacking the main talent releases, especially that of the defendant, had been crushed. Time passing, the momentum gained by the international acclaim won by the plaintiff's work and extraordinary performance of the film in the international film festival circuit in 2019 faded into an irreparable loss for the business and for the professional perspectives of the plaintiff. For all these loses the plaintiff

seeks the relief of the court in the form of monetary compensation and also punitive damages since the at-fault party behaved in a remarkably reckless and malicious manner.

141. A law practice in New York, White & Case LLC, agreed in January 2021 on helping the plaintiff pro bono to attempt to solve the distribution of the film with his partner, David Shara, with the collaboration of attorneys Nathan Aduddell and Andrew Hammond. After an extensive period of research and preparation between February and September 2021, in which no communication was received from the plaintiff's partner nor from the defendant, a Demand Letter was sent by White & Case LLC as counsel of the plaintiff to his partner's counsel in October 8th, 2021. The letter summarized the plaintiff's claims to his partner, and demanded also securing and sending the talent release of the defendant, among other claims. Written communications between counsel show on November 15, 2021, 9:54 AM, plaintiff's counsel requested clearly: "Given the passage of time already, and in light of your representation that the talent releases can be obtained "expeditiously," we request that all of the necessary and outstanding talent releases be provided no later than this coming Monday, November 22, 2021."

SECTION 3

RELATED TO DEFENDANT SUSAN SARANDON

VI. FACTUAL BACKGROUND IN CHRONOLOGICAL ORDER

142. The plaintiff reincorporates the allegations set forth in all previous paragraphs as if fully set forth herein. Exhibits of Section 3 are not numbered but lettered because Section 3 remains the same as it the previous Complaint.

143. In 2016 the defendant Susan Sarandon was invited to be part of the film 'AMERICAN MIRROR: INTIMATIONS OF IMMORTALITY' ("AM-IOI"), being produced and directed by the plaintiff, in collaboration with his partner, executive producer David Shara, a documentary film with the main participation of painter Tigran Tsitoghdzian. The plaintiff's first choice was French actress Juliette Binoche, but artist Tigran Tsitoghdzian insisted it was easier for him to convince the defendant, since they already knew each other at a table-tennis club 'Spin New York 23' in Manhattan and there was a growing mutual sympathy between both. Emails show the defendant knew in advance what kind of shooting was to take place and where, because the plaintiff informed her of those details; she agreed on her participation and she set a date for her shooting, which was accepted by the plaintiff. At the shooting day it was made clear by the plaintiff to the defendant that the footage was intended to be used as part of the film AM-IOI and that the

film was made with the intention to be commercially released at a later date, terms on which the defendant agreed and promised to fulfill any necessary paperwork to make it possible.

144. The shooting consisted on a casual, documentary-style visit of the defendant to Tigran Tsitoghdzian's studio, in which the defendant sits during a conversation with the artist while the artist keeps painting a portrait of her. The day before the shooting the plaintiff sent an email to Tigran Tsitoghdzian with a set of questions to remember and to ask casually to the defendant during the takes, in order to obtain the kind of response the plaintiff, as director and producer, wished to better match the needs and vision of the film. Emails are written evidence that the questions Tigran Tsitoghdzian poses to the defendant that are part of the film in its final version match the questions written on the file sent via email to Tigran Tsitoghdzian the night before the shooting. The meeting is art-related, casual, and the result has been always deemed by both participants as respectful to both participants to the highest degree.

145. Encouraged by the participation of the defendant in the film, and the promises and representations she made in person, the plaintiff and his partner decided to invest more resources and time in accomplishing the best film possible, since the defendant's participation and approval of the usage of her image in the rough cuts presented to her were a positive and unambiguous approval that could only mean a

continuation, in good faith, of the agreements reached during and after her shooting in 2016. During 2017 the plaintiff shared via email with the defendant more rough cuts of the film in order to allow the defendant to see directly the result, and asked her if she agreed with the usage of the footage in which her likeness and voice appeared, and also of the rest of the film. Emails exchanged show the defendant had access to these film files, watched them, and approved of the use of her likeness and voice as recorded by the plaintiff, never raising any objection of any kind, save a petition to see if the 'wrinkles round her eyes' could be softened, a petition the plaintiff took seriously and committed to accomplish to better please the defendant. From conversations between Tigran Tsitoghdzian and the plaintiff, Tigran Tsitoghdzian and the defendant were in excellent personal terms, although they had chosen not to make it public at that moment. The plaintiff had heard many times from Tigran Tsitoghdzian, that the defendant was interested in him at a personal level in a manner that he was not interested in her. This personal interest was not reciprocal or understood in the same manner by Tigran Tsitoghdzian, from what the plaintiff heard on several occasions from Tigran Tsitoghdzian.

146. In January 2018, the plaintiff sent the defendant a proposal for a new project in the form of a synopsis of a new script for a fiction film titled '16 hours' in which the character of an emergency room nurse was

proposed to the defendant as an acting role. The defendant showed interest in reading the new script once finished. On Jan 12, 2018, 6:11 PM the defendant answered, just hours after sharing the synopsis via email: “From Susan: It seems like a really worthy idea. I don’t know what to do with the treatment, but when you get your script I’ll read it.”

147. Between March and June 2018, the plaintiff worked along with his team to set a number of participations in film festivals for the film AM-IOI, already finished, over a period of time covering half 2018 and all 2019. The plaintiff sent to the defendant the new script aforementioned in paragraph 8 ‘16 Hours’ once it was finished and duly copyrighted.

148. After presenting the film to the Yerevan International Film Festival, Armenia, the festival selected the film and also offered the defendant the Lifetime Achievement Award. On April 4, 2018, 3:07 PM, the plaintiff’s partner, David Shara, on behalf of himself and the plaintiff, sent to the defendant a detailed business proposal by email. (*See Exhibit B*). The film festival offered highest standard attendance to the defendant and any attendant accompanying her, following her exigencies, yet did not offer any kind of help for the plaintiff’s attendance, director and producer, neither for the artist featured in the film, Tigran Tsitoghdzian. This exchange via email shows that the defendant and the plaintiff and his partner David Shara confirmed previously existing agreements and promises made since 2016, based on previous conversations, by which the

defendant accepted as a form of compensation an artwork for her participation in the shooting aforementioned that took place in June 2016 for the film AM-IOI. The reason why she had not gotten this compensation was because Tigran Tsitoghdzian, the painter, had not finished the portrait painting of the defendant since its start in the shooting in 2016. This long delay in the painting of her portrait is the cause for this upfront in the form of a hand-signed print being discussed in 2018 and no earlier. (See Exhibit B). Additionally, the partners also offered the defendant a percentage of the profits of the film, which the defendant answered affirmatively. Answering the business proposal, the defendant proposed, in order to start the promotional distribution before commercial distribution as it customary in the film industry, in her own words, to ‘distribute the film to film festivals’, without pointing out to any specific one. Again, it is clear in this conversation, because it is mentioned expressly a business proposal, **that the film had been made to be distributed commercially**, that this was known to the defendant since 2016, when David Shara states to the defendant’s assistant: “I am willing to give her [the defendant] a percentage of profits for her involvement and guidance” also adding: **“I am extremely interested in maximizing both exposure and profits. I am also interested in sharing profits and making money for Ms. Sarandon.”** The defendant answered directly, signing the text “From Susan”: **“It’s a very special film, but I**

really have no idea how to market it. I think you need an agent or maybe just look into submissions to festivals. The season is upon us so I think it's too late for this cycle." It is fully ascertained that the defendant, exchanging emails with the plaintiff's office and with the plaintiff's partner, David Shara, accepts to be compensated for her shooting with an artwork as upfront, choosing herself the measurements and framing for the print offered. This compensation was valued at that time at around \$45,000 USD. Additionally, the defendant is positively receptive to accept a percentage of profits and the proposal of David Shara is unambiguous about distributing the film commercially or about making "money for Susan Sarandon".

149. The artwork was prepared, framed, packaged and delivered to the defendant's address on 147 West 15th Street, New York, New York, as agreed on the emails as a compensation for her participation in the film. (See Exhibit B, address expressive confirmed by the defendant's assistant). The defendant declined to attend the Armenian Film Festival [GAIFF], and rejected the Lifetime Achievement Award. The film screening was also cancelled, a decision made in common agreement by the plaintiff and his partner. Once the defendant obtained the upfront compensation of the hand-signed print of a portrait of her likeness, her attitude changed. She paid no attention to the preparations the plaintiff and his partner were making in order to start promotional screenings in

the festival circuit. Tigran Tsitoghdzian told the plaintiff that he was unhappy with the lack of attention the defendant was paying to him on a personal level at that moment, and it was clear from his commentaries that the relationship between Tigran Tsitoghdzian and the defendant had been cooling down because the personal interest of the defendant in Tigran Tsitoghdzian had not been understood or felt the same way by Tigran Tsitoghdzian, that it was not reciprocal.

150. Following the direct advice of the defendant as read before on Exhibit B, the plaintiff decided with his partner, David Shara, and plaintiff accepted this professional challenge willingly, to get the 'film into film festivals'.

151. In September 2018 the film had its world premiere at the Documentary Film Festival of Los Angeles [DOC LA]. The film won Best Soundtrack, Best Innovative Film, Best Cinematography and the Parajanov-Vartanov Prize 2018 was awarded to the defendant in connection with her participation in the film. Previous film personalities who had won and accepted publicly the award are Martin Scorsese and Francis Ford Coppola. The news were shared with the defendant via email. The defendant did not answered that email, neither was received any other kind of communication from the defendant. The defendant 's office stopped answering any emails sent by the plaintiff or his assistants, all of them only related to the film. The defendant did not have the

obligation to be grateful, neither publicly nor personally, but it is the plaintiff's opinion that the 'silent treatment' that he and his team were being given by the defendant was disparaging, undeserved and disappointing, and below the industry standards in the light of the last three years of flawless communications between his office, Da Vinci Films LLC, in charge of producing the entire film, and the office and employees of the defendant. The plaintiff shared these opinions with his partner, David Shara, who was unambiguously of the same opinion. The text messages exchanged on WhatsApp summarize what David Shara (best friend, manager and confidant of Tigran Tsitoghdzian since 2012) and the plaintiff, already knew from conversations with Tigran Tsitoghdzian. The plaintiff, frustrated with the defendant's turning her back on the awards the film was winning specifically for her (like the Parajanov-Vartanov Price, for instance), her lack of gratitude and what was clearly ignoring the film entirely for reasons that clearly could be understood as in connection with the film itself, sent this WhatsApp message to David Shara on [10/16/18, 21:38:29] AB: "The more this progresses the more obvious it becomes that Her Highness Sarandon is 'forcefully' ignoring our movie. (...) What stands clearly is that, no matter how good our work might be, no matter if you made clear the point regarding she being rewarded [a reference to the business proposal a few months ago that she accepted], she WON'T do anything basically because she did not get what

she wanted --from Tigran. Did Harvey Weinstein punish actresses because they did not give him what he wanted...? She came into Tigran's movie, yes, but Tigran didn't go into Susan's movie. And she had her own 'script' already written right at the beginning -- and he rejected it very nicely, very nicely, but he rejected it. The film festivals are twitting her about this movie, some journalists are doing the same --she ignores all. Something quite similar, although without the very personal connotations, can I say about Ashley Hinshaw 'Grace-ful'. [10/16/18, 21:42:24] and his partner David Shara answered unambiguously affirmatively to this point of view clearly expressed by the plaintiff, a few minutes later on [10/16/18, 21:42:24] David Shara: **“Agreed on all fronts”** [10/16/18, 21:42:47] adding David Shara: “But Ashley isn’t more than a model in her bra for 30 seconds [10/16/18, 21:42:52] David Shara: [while] “Susan is [the] star” [10/17/18, 11:35:49], referring to the fact that the defendant’s weight in the film was much higher than anyone else, and it was expected, at the very least, some gratitude and fairness regarding the film’s accolades related specifically to her. (See Exhibit C)

152. Weeks later the film was awarded Best Cinematography and Best Film at two other film festivals in Canada. The film was awarded Best International Documentary by the Italian film magazine Fabrique Du Cinema in Rome. The Jury President was two-time Academy award winner Paul Haggis, who extended his congratulations to the team of the

film in social media. Critics in Italy praised the defendant presence in the film this way: “Susan Sarandon looks at her best” This news were also shared with the defendant via emails, who again never answered. The plaintiff and his partner agreed on the expansion of the film festival circuit into the end 2019, planning a US Oscar qualifying theatrical release by the end of 2019, in order to render the film Oscar-qualifying according to the Academy rules. The defendant’s obstinately uncooperative attitude was a reason of growing concern for the plaintiff and his partner looking forward into wider distribution and commercial distribution. Conversation between the two partners took place as to how to understand and to remedy the defendant’s attitude. His partner, David Shara, assured the plaintiff that all was directly related to what he had heard from Tigran, that the defendant’s attitude was directly connected to her personal relation with Tigran, and not with the film itself, and that there was not reciprocity. Being respectful to any feelings and personal relationship, however, the plaintiff found that attitude towards the film was unjust on the side of the defendant. They, the producer and executive producer, had relied on her promises and confirmations for years, they had spent money and a long period of time in making a good film that was not focused on personal aspects, and now that the film was going to festivals she was giving it publicly and privately the silent treatment.

153. In December 2018 the plaintiff and his partner also agreed on

starting a new film project, producing a film based on the propaganda created by the Nazis in order to criminalize, by means of public disparaging in malicious cartoons, the Jews in Europe but particularly in Germany before and during the rise of Hitler. Also around these dates the film 'Viper Club', starring the defendant, was released in the USA. The plaintiff watched the film and saw clear similarities between the main character played by the defendant, that of a nurse in an emergency room, and his own script proposal at the beginning of 2018, "16 Hours", in which the defendant showed great interest immediately, where the character proposed to the defendant was also that of a nurse in an emergency room.

154. During January 2019 the plaintiff and his partner continued conversations as to how to better address the situation with the defendant, and also developing the festival circuit for the film AM-IOI, and as to how to start development of the new film to be produced about the 'Nazi propaganda'. There was a growing number of questions related to the film AM-IOI, proposals for film festivals, and other requests, sent to the defendant, but which remained unanswered on her side, and that was posing a problem for the best performance of the film during its participation in the international film festival circuit, and also in the coming distribution. The lack attention of the defendant to the questions related to the film AM-IOI were creating a disadvantage, and were disappointing and disconcerting regarding the upcoming commercial

distribution. The plaintiff's concern were legitimate, and was resolved to do his best to try to redress the situation or at least to understand the reason that was behind.

155. On February 5, 2019, an assistant at the plaintiff's office contacted the defendant's office to inform her of five new film festival selections and of different urgent requests coming from them. The plaintiff's office also asked on behalf of the plaintiff that he wished to establish a more fluid conversation related to the matters of the film with the defendant.

156. On Feb 16, 2019, 2:08 PM Bella to the defendant's assistant "Arthur wishes to be granted a more fluid contact to Ms Sarandon. Can you pass to Susan Arthur's petition of a phone number? He thinks some promotional aspects related to this film and also possibilities that are arising on the way would be much easier to be solved by simple, plain, direct conversation."

157. After being directed to leave a voice message, the plaintiff received a call from an 'unknown number', or 'blocked number' which showed no ID. It was the defendant's assistant, Brian. In this conversation the plaintiff proposed to him the public acceptance of the Parajanov-Vartanov Prize by the defendant, and explained the promising continuation of the film in the film festival circuit in 2019. As a consequence of this conversation, the plaintiff's assistant sent a new

email titled “Follow up phone conversation Arthur-Brian”, in which she detailed in writing the few petitions the plaintiff proposed to the defendant to better assess, within industry standards, the issue of the Parajanov Vartanov Award, and the defendant’s participation in the film. David Shara, the partner, had insisted in inviting the defendant to a meeting at the offices in Manhattan. The tone of the email is shown by the plaintiff’s team writing: “This is not pressing at all, but whenever she would be available, we would love to invite her to our offices on 5th Avenue with 47th Street (576 5th Avenue #1200, NY), and introduce the Parajanov-Vartanov Prize with the due ceremony that she and the award deserve, and also to have a meeting with the executive producer, David Shara” The defendant’s assistant answered the plaintiff’s assistant: “Thanks Bella, I’ll share with Susan when she’s back in town.” The continuation of this exchange of emails becomes a direct conversation between the defendant and the plaintiff, and because of the dire consequences that this exchange of emails has for the plaintiff, it is important to explain clearly its succession and content.

8. Feb 24, 2019, 11:53 AM, the plaintiff writes to the defendant’s representative, making a reference to Brian’s call not showing any ID number: “Hi Brian, let’s catch up next week and talk in person about this situation. As almost everybody I generally do not answer “no ID callers” on the phone, you know how much spam there is out there, so sent me an

email or notice before trying to contact me this way to be aware that's you."

9. On Feb 25, 2019, 10:07 AM, the defendant's representative answers to the plaintiff: "Hey Arthur, I don't have any news for you at the moment, so there's no need to meet. I'll get back to you when I hear anything from Susan."

10. On Feb 25, 2019, 12:11 PM, the plaintiff describes the issues he feels the project is encountering in the festival circuit this way: 'Hi Brian, the email containing the proposals is very concise and focuses on the main issues. Saying yes or no to the jury proposal of Fabrique Du Cinema cannot be delayed, because they have to announce a jury for 2019 and they cannot let it be 'indefinitely'." Further the plaintiff adds: "The proposal of our previous email is very clear, and very 'within' fair professional standards. I can aver that we have been all through this time very nice, patient people. I did not suggest, nor requested for, any public commitment from Ms Sarandon when it was most needed: at the beginning, before first screening or announcing it. And I think it was something expectable on my and my team's side, but I did not request it, neither did she do anything spontaneously to help us. What have we done, then, to deserve this estrangement from a great star whom we've treated as good as she has allowed us to do all these three years? She has gotten the Parajanov-Vartanov Prize thanks to my film

being there (we got Best Innovative Film, Best Cinematography and Best Composer, additionally), and thanks to these three years of work of my team. She cannot welcome this film publicly along with the award? The award is a good excuse to welcome the film, though not a necessary excuse to welcome it, and this is what I might call 'fair professional standards' among filmmakers and actors. After winning in Italy, a journalist as you well know since this info was in our office memo of past week, wrote at magazine Fabrique Du Cinema: "Sarandon looks at her most charismatic ever". (...) successful filmmaking, is a collaborative work, and I am missing a 'fair' collaboration, and at this point, in my opinion and anybody's opinion who is familiar with matter, media or no media, this seems to be very well-deserved on my/our side."

11. On Feb 25, 2019, 6:20 PM, the defendant answers the previous communication sent by the plaintiff, signing it personally herself and addressing it directly, as she had done on some previous occasions as described before, since the defendant has had always direct access to the email account managed by her assistant: "From Susan: Arthur, I find your email to be extremely rude. I've never received an email like that before from anyone, especially someone whose film I briefly appeared in without compensation. I had no idea you were going to sell this film based on me and if Tigran's portrait was in some way obligating me to do press, I'll gladly give it back. I understand your wanting to get the most press

you possibly can but I have nothing positive to say about your film and am no longer interested in being associated with it. Please don't contact this office in the future unless it's to give me the address to return the portrait which again, I am happy to do. Susan."

12. As a consequence of that, on Feb 27, 2019, 10:19 PM, the plaintiff answered directly the defendant, as he had the right to his own opinions as she had her right to voice hers: "Ms. Sarandon: This time you've gone too far. Our society is tired out of 'celebrities' in a privileged position who humiliate capriciously the work, good faith and professionalism of others without whose enormous dedication they are nothing. You may have an Oscar, but regretfully you lack many other basic things. You are not only ungrateful, but also unfair. Your communication is full of wrong statements that are in outrageous conflict with the emails exchanged during the last almost three years, and overacting is the worst performance an actor can offer. You ought to be a paradigm of good practices, but the reality is far down deep below the acceptable. We are devastated, astonished, disappointed, but we also feel stronger than ever in our commitment to cinematic art and to fair practices in a film industry that still fosters abusive behaviors. And now let's go by parts into your disgraceful note: "I find your email to be extremely rude." Overacted. Extremely rude is your office making phone calls from no-Id-callers (to avoid leaving a proof of the call taking

place), which is a practice generally connected with certain types of 'businesses' whose name I do prefer not to remember; thus calling this way someone your 'office' knows is by definition more than an absence of etiquette. I've had your office phone number for more than a year and never used it until last week, when I left a message for Brian, which is an evidence of how respectful I and my team are regarding others' privacy. My email is a clear, consequential exposition of the situation. But the truth is uncomfortable. "I've never received an email like that before from anyone, especially someone whose film I briefly appeared in without compensation." I've never in my life dealt with someone whose unfairness is so deep and unrelenting as yours, especially when all details regarding this film were exposed to you not only in person the day of shooting, but also before that shooting and also afterwards. The conversations regarding compensations are registered and there are emails about our intentions and your answers—see next below. My first choice had been always Juliette Binoche for that part of the film, but Tigran insisted you lived in New York. You were never my first choice, and I always had my doubts. "I had no idea you were going to sell this film based on me" Overacted: the film is sold with what it contains, and you came to the shooting knowing we were making a film whose topic was Tigran's art in connection with artistic beauty. Logically, you are part of it. You had idea: emails show you were informed we were going to try to sell this film: (...)

there were answers from your office to these emails, as one on which you accepted a percentage proposed on any benefits generated, among other things, which shows our transparency and good will. "and if Tigran's portrait was in some way obligating me to do press, I'll gladly give it back." Overacted: If requesting a public welcoming word from you for the Parajanov-Vartanov Award which you won only in connection with our film and our work of four years, is 'obligating to do press', then we are living in two completely different worlds, the real one, and Ms Sarandon's one. What you were asked for is education, respect, fairness and 'fair professional standards', being respectful for the work of my crew and mine and the producer's, and being also, why not?, thankful to people of the Parajanov-Vartanov Institute. That's not 'doing press', that's being consequent and fair with the facts: you willingly participated on a film, and you got an award thanks to that participation. (Period.) That's not 'doing press', that's showing minimum respect to others people achievements. 'Doing press' you know it very well is something far different than thanking for a very prestigious award. "I understand your wanting to get the most press you possibly can" Overacted: I did not need any publicity to generate in the first three months in the festival circuit more awards than all the documentaries that you have produced together in all your life (including from an Academy-award winner presided jury). I don't need publicity from you, and never asked for it precisely when it was

most logically needed, at the beginning. I requested respect, not publicity, for our work AFTER the obvious success achieved. "but I have nothing positive to say about your film" Whatever you may think about my film is absolutely irrelevant to me, especially after, again, having won more awards in three months than all the documentaries that you have produced in your entire life. You do politics with your documentaries, capitalizing on your public profile, while on the contrary I do ART. Obviously I know a lot more of how to make an extraordinary documentary film than you. The level on which I work on artistic terms is just something impossible to follow for you, and it doesn't matter if you understand it or not. In short: I read Wordsworth, you read Twitter. Withal, anybody knows that to make a great film is needed much more than 'a star'. Just watch VIPER CLUB to see what I want to say. The striking similarity of the 'nurse-character' in both my script 16 HOURS and VIPER CLUB is of no importance, honestly, because no one can rescue a bad screen-writing as it is VIPER CLUB just adding a good character background in the last minute. Not to speak about the cinematography or the position of the camera in respect to the frame consequential development. Additionally, 60K total domestic gross out of 70 theatres is more than it deserves. I won't go on to enumerate your last ten years of films bombing in theatres. "and am no longer interested in being associated with it" Overacted. It is recalcitrant but necessary to

enumerate: you knew what cameras were going to be used, even what lens -the best zoom lens in the world at that time-, before you came to the shooting. Pretending 'not wanting to be associated' with a film where you willingly participated, see and approve of the rough and final cuts before going to festivals and after going to them (successfully), &c. is just overacting, unimpressive, underwhelming. It is WE who have been treated more than rudely, undeservedly, unfoundedly, and here is most possibly the truth WHY: What for you came to the shooting, then, if you did not expect from us to make a film and consequently to try, in all fairness as everybody else –you included with your own films–, to recover one day at least part of the investment, but most importantly to make a unique, good film, as the awards show? What was the REAL reason why you felt so disappointed so as to do all you could to distance yourself from the shooting and the project...? You often pretend to be brave; are you brave enough to recognize the true reason I am referring to? Or much more accurately: What did you expect from an at that time 39-years-old painter (you were perhaps 70 already), if not just being portrayed, as he faithfully did as best he could? What else was expected on your side that did not 'happen'? Is it all this tit-for-tat a response to not getting something else, besides being portrayed, that you expected to get – at least at the time when you came to the shooting? What was it? "Please don't contact this office in the future unless it's to give me the address to

return the portrait which again, I am happy to do.” Please make sure you or your office do not send calls again from no-ID-callers in the future – ever, – neither contact me nor my office – ever, unless it is to present respectfully an apology and to redress the situation. We are the victims in all this story, because the facts do not correspond in fairness with the consequences we have had to endure, and only represent mounting disadvantage perfectly calculated on your side for reasons that are not clear, and that bode ominously ill, pointing clearly in a direction that is extremely rejectable in our society in a moment when everybody has decided to put an end on such behaviours. We are now analyzing all this situation, media or no media, and its many implications. Arthur.”

13. It must be noted that just four hours and a few minutes later, on Feb 28, 2019, 02:37 AM, David Shara, the plaintiff's partner in the contract regulating the production of the film, writes to the plaintiff on the WhatsApp platform [the highlight is ours]: [2/28/19, 02:37:10] David Shara: Please give me a call when you wake up, **you need to be careful with Susan. She can ruin you** [2/28/19, 02:37:34] David Shara: I want to call her and try and straighten things out, **we do not need her as an enemy** and it is not smart the way you were treating her [2/28/19, 02:51:46] David Shara: You cannot write this stuff, **she will make a lawsuit against us and ruin your dream**, this set of emails is unacceptable [2/28/19, 02:52:06] David Shara: **I read the emails**, that is

not ok [2/28/19, 09:21:40] David Shara: **You need to write the nicest, most sincere apology in the world.** (See Exhibit D.)

14. This set of messages was extremely concerning for the plaintiff because they show clearly that the email, a private communication never intended by the plaintiff to be shared or even less publicized, which the plaintiff had the right to write in order to redress the situation and to give answer to the unjust statements of the defendant, a set of opinions the plaintiff had the right to, and a set of opinions that was not publicly voiced but simply exchanged between two individual on the same level of mutual acceptance of a communication, that email had been disseminated directly by the only addressee of those communications, the defendant. The defendant, instead of addressing the specific points raised by the plaintiff, if she so willed, chose 1] to disparage privately the plaintiff's work and merits, in spite of them being obvious and 2] when the plaintiff decided to also share his points of view about the defendant since she had chosen first to do the same, the defendant chose not to answer but to disseminate herself the private communications only to try to start a tortious interference on the plaintiff's present contract and other business expectancies and relations related to new projects with David Shara.

15. 1] Although the communications were a set of private communications, it is Ms Sarandon who disseminates them, sending them to the plaintiff's partner directly, as the messages show when David

Shara states: “I read the emails”. So he states he had seen the communications directly because they had been sent to him by her directly, since she had also decided to answer directly the plaintiff with a set of opinions that the plaintiff felt the need to answer, and had all the right to answer. No other person could have shared them in so short a period of time, so it is evident that the defendant chose not to answer the plaintiff, if she disagreed with his privately communicated opinions, but to disseminate the opinions of the plaintiff to the plaintiff’s partner.

16. 2] The messages show a clear change of opinion in the plaintiff’s partner, that attest a sense of fear and dread instilled in him by the defendant. Circumstantial evidence in those messages sent by the plaintiff’s partner to the plaintiff show the partner writes under the fear of potential litigation (he mentions ‘a lawsuit’) and unambiguously states that the ‘defendant’ ‘can ruin’ the plaintiff. The plaintiff cannot understand how and why the defendant would want to ‘ruin’ him.

17. 3] The defendant, knowing the existence of the partnership and contractual relation between the plaintiff and David Shara, decides, out of spite, not to answer the plaintiff if she disagreed on his points of view or opinions, but to show the communication in apparent connection with litigation threats [David Shara puts it very clear ‘we don’t want her as an enemy’, he affirms ‘she will make a lawsuit against us’] that clearly accomplish their goal to instill enough fear in the plaintiff’s partner so as

to make statements such as “be careful with Susan. She can ruin you”, and goes on to state, more plainly showing his fear about implications on him, “we do not need her as an enemy”. Clearly the plaintiff’s partner has been cowered by a third party, the defendant, as a result of her seeking retaliation on the freely exercised right of the plaintiff to voice his opinion only after she had shared hers before, as clearly described before, and after the plaintiff exercised within the bounds of propriety his legitimate right to try to seek the best performance of the film in the festival circuit by trying to address the obstinate uncooperativeness of the defendant, that seemed to be motivated by reasons clearly not related to the film itself, but to her personal expectations related to Tigran Tsitoghdzian.

18. 4] Furthermore, the final part of David Shara’s messages indicates the plaintiff ‘needs’ to send ‘an apology’, as much as this states an attempt to violate, trample his right to his own opinions, as an unavoidable, mandatory condition to satisfy or placate the retaliatory mood of the defendant.

19. 5] The application of the ‘double standard’ had already begun before this set of communications, but from now on it will have dire consequences for the plaintiff.

**AS AND FOR A FIRST CAUSE OF
ACTION FOR TORTIOUS
INTERFERENCE WITH
CONTRACT**

20. AB reincorporates the allegations set forth in paragraphs 1 through 20 as if fully set forth herein.

21. On Feb 28, 2019, 11:54 AM, the plaintiff sends an email to his partner, David Shara. Since it is evident from David Shara's messages and Tigran's messages that they had already read the communications between plaintiff and defendant above detailed because the defendant had shared them immediately, thus the plaintiff, confused and alarmed by the words by his partner as shown on WhatsApp messages before, shares a communication with him, detailing his defense of the project. In this email the plaintiff summarizes how the defendant's attitudes are placing the film in a disadvantageous position, and that the defendant had been calculating her steps to create this disadvantage for reasons that, to him, seem to be beyond the merits of the film, since the film benefits her in all aspects in terms agreed on by the defendant herself.

22. On Feb 28, 2019, 18:38, Tigran Tsitoghdzian writes on SMS to the plaintiff: "Your email to Susan is a desastre. I cannot believe you found that much anger to hurt someone like Susan. It's beyond acceptable regardless interests of the movie or anything else." Then adds: "I think you [owe] her big apologies, don't know how she wouldn't just kill the film with her participation after all this." The plaintiff defended his position, answering: "my office kindly suggests a welcoming public word just for

the award she won [Parajanov Vartanov Award], awarded to her thanks to Doc LA participation [of 'American Mirror] and THANKS TO four years of my work, then this is the answer from Ms Sarandon via email signed by her, among other unfair statements not supported by emails exchanged during 3 years with her office: "I don't have anything positive to say about your film and want to distance myself from it." Tigran answers: "Well it's her choice and need to thank her and let her go. Not throw hate on her, it's unexplainable for me" The plaintiff answers: "No one has thrown hate on anybody. We both, all have the right to exchange opinions in a free speech society. Or do you think that only her has the right to say such things without me having the same right to also express my opinion? Does she has the monopoly of opinion?" "Of course for you this is not important because you were not 4 years hooked to a project trying to get the best film possible and also treating Ms Sarandon's office and her with silken gloves, all to be slapped off when reasonably I requested a bit of well deserved respect. Very nice, Tigran, very nice." Tigran Tstotoghzian: "I shared with you my opinion on this and don't want to get into debates." "If she doesn't want to do more all we can do is to thank her and let her go." Plaintiff: "Who hasn't let her go? Who? When did I request any help to her office when it was most needed, at the beginning of the festival circuit? She is the one who publicly is criticizing 'conservative politicians' branding them as 'hypocrites'. Is she a hypocrite?

And: Is this hypocrisy calculated to curtail, limit the fair possibilities of my work of the last 4 years? Is it ok for you? A person has the right to act this way just because she is 'a celebrity'? What for she came to the shooting?" "That's it: you shared an opinion but opinion generate debates. If you don't want debates don't share opinions with me."

23. On a phone conversation witnessed by the plaintiff's wife, David Shara abused the plaintiff. He acknowledged he had talked to the defendant, and he threatened the plaintiff to cancel the new project they were planning to start since 2018, in preproduction called 'Nazi propaganda', and also to cancel the entire festival circuit of the film AM-IOI, unless the plaintiff changed his opinion at least in appearance and sent the most "groveling apology I have ever read in my life to Susan Sarandon." The plaintiff, offended and alarmed, explained to his partner that the defendant had the right to her negative opinions about the film, even if they were a disgrace and did not make any sense, but also that he, the plaintiff, had his right to his own opinions, and that he stood by his opinions privately, and he had not vice them publicly, neither had any intention to do so. The plaintiff asked how it was possible that this private emails had been in his power, and his partner answered that she, the defendant, had shared them with Tigran Tstotoghzian and with him, and also stated that she was considering a lawsuit against 'us', the partner and the plaintiff. It was clear that the litigation threat was meant

to interfere with the contract existing between the plaintiff and his partner. The plaintiff asked ‘a lawsuit based on what?’, and his partner insisted that the reason would be ‘because of your email’. The plaintiff explained that it was not possible to do that because he had his right to his own opinions, and his partner hung up the phone call.

24. The plaintiff did not receive any communication from the defendant, and kept the operations of the festival circuit for the film AM-IOI. The film’s acceptance was growing and an increasing number of festivals around the world were selecting it.

**AS AND FOR A SECOND CAUSE
OF ACTION FOR TORTIOUS
INTERFERENCE WITH
PROSPECTIVE BUSINESS
ADVANTAGE**

25. The plaintiff reincorporates the allegations set forth in paragraphs 1 through 25 as if fully set forth herein.

26. On Apr 15, 2019, at 11:08 AM the plaintiff sent a report to his partner via email on how to better address the situation and the festival circuit, and after trying to contact his partner again, the plaintiff received the next WhatsApp messages from his partner (see second part of Exhibit D): [4/15/19, 12:12:32] David Shara: **Unfortunately we are not able to continue our relationship** [4/15/19, 12:12:54] David Shara: **The way you write to Susan and Tigran is unacceptable** [4/15/19, 12:15:33] David Shara: I cannot work with you anymore [4/15/19, 12:16:04] David

Shara: **The other projects can never be exposed to the angry hateful words you spew at people** [4/15/19, 12:16:12] David Shara: “It is unacceptable” On Mon, Apr 15, 2019 at 12:21 PM, the plaintiff’s partner wrote as a response to the plaintiff on an email that complemented the Whatsapp messages and made reference to them: “See my W h a t s A p p t e x t s ... **w e a r e f i n i s h e d . No more money, no more projects**”

27. That set of messages perfectly coordinated with an email sent are the unambiguous proof that the plaintiff was deprived of the new project ‘Nazi propaganda’ in development as a direct consequence of the emails exchanged with the defendant, and as a direct consequence of the defendant sharing them to the partner with the intention of cause injury to present and future projects in which the participation and execution of the plaintiff as a producer and filmmaker had been already established before her tortious interference.

28. The WhatsApp messages continued cascading from his partner into the plaintiff’s phone as follows: [4/15/19, 12:41:17] AB: We will have to talk. [4/15/19, 12:41:33] David Shara: Speak to my mother [4/15/19, 12:42:17] David Shara: **I cannot do any other work together** [4/15/19, 12:42:38] David Shara: **I’m finished with this project and the others** [4/15/19, 12:42:48] David Shara: **Cancel the film festivals** [4/15/19, 12:42:55] David Shara: **I do not care about them** [4/15/19, 12:44:41]

David Shara: **The email u wrote to Susan and the way u treat Tigran is unacceptable.** [4/15/19, 12:56:24] David Shara: You cannot write that shit to Susan [4/15/19, 12:59:19] David Shara: She never signed up for any of that, you were lucky enough to get her to sit for you and be filmed, but she did not want anything to do with the project. In your head you made it that she was a part of this project, but she is a busy and famous woman and you twisted it around [4/15/19, 12:59:35] David Shara: Speak to my mom, I'm done [4/15/19, 12:59:54] AB: "in my head", no, in the emails. [4/15/19, 13:01:04] AB: She not only showed up knowing the camera was meant to be used, also knew the final result, consented to the use of her image, considered for 3 months going to Armenia's Yerevan film festival, and a long etc. [4/15/19, 13:01:17] AB: She is just a hypocrite. [4/15/19, 13:04:31] AB: Then tell me: Why then that 'busy and famous woman', as you mainly describe her, came to the shooting of a film, knowing the camera, setting, etc, if not to be part of it? [4/15/19, 13:04:58] AB: That's what I asked, simply, asked her. Can you answer that...? [4/15/19, 13:05:18] AB: Of course you can. [4/15/19, 13:07:08] AB: You are the [executive] producer of this film, and it is with you with whom now I will have to talk, not with your mom, with all due respect to her of course. [4/15/19, 13:11:16] David Shara: You told her she only wanted to fuck him and then when she was rejected it all changed [4/15/19, 13:11:26] David Shara: That's insane and mean [4/15/19, 13:11:32] David Shara: It's

terrible [4/15/19, 13:11:40] David Shara: Not ok [4/15/19, 13:11:51] David Shara: You're right about many things [4/15/19, 13:11:45] AB: I did not say that, ever. [4/15/19, 13:11:57] David Shara: But not ok [4/15/19, 13:11:58] AB: Read my email. I asked her what for she came. [4/15/19, 13:12:04] David Shara: Yes you did [4/15/19, 13:13:55] AB: With all due respect, David, I demanded an answer from her after telling me 'she has nothing positive to say about my project', yes she did something, and also after saying I needed all possible publicity --not true, we did well without any publicity from her. On the contrary, YOU KNOW she was pretending the film does not exist, looking somewhere else all the time. Then I requested some respect at least for the award she got thanks to US. [4/15/19, 13:14:52] AB: I did not affirm what for she came, I asked her, and that's an enormous difference. [4/15/19, 13:18:03]."

29. This exchange of written communications shows the way the plaintiff was informed of the dire consequences: 1] It explicitly shows that his partner decides that the festival circuit must be canceled, with all the consequences that professionally would entail to the plaintiff. 2] It explicitly shows that his partner announces to the plaintiff that the other project in preproduction must be cancelled, and that he, his partner, does not want to partner with the plaintiff ever again, not because the plaintiff's work is not good enough, but because he exchanged privately opinions with the defendant and because this way the partner expected to

please the defendant enough so as to avoid he himself, the partner, her retaliation and to gain her approval. 3] Finally it is clear that all these things were happening because the defendant did share the private exchange of emails between herself and the plaintiff and because she had made such legal threats so as to achieve a retaliatory effect on the plaintiff's work and career: new projects cancelled, and the actual film being ordered to disappear from the festival circuit, a work with film festivals that had taken almost a year to be implemented by the plaintiff with no help nor fair recognition of the merits it hitherto had gained also in favor of the defendant.

30. At the beginning of May 2019, and after being directed to Honey Shara, the partner's mother, and also a co-owner of the partner's co-production company, Optimum Diamonds LLC, the plaintiff sustained several phone conversations in which Honey Shara, on behalf of her son, the plaintiff's partner, requested from the plaintiff a written apology to be sent to the defendant as the only way to be able to continue with the project of the film in the festival circuit and the Oscar-qualifying US limited theatrical release as stipulated and budgeted, and scheduled tentatively for end 2019 or beginning 2020. The plaintiff made it clear that he had nothing to apologize about, that he had the right to his own opinions, as the defendant had made it clear her rights to her own opinions. Honey Shara made it clear that they would not honor the

agreements as stated in the Producers Agreement signed by the plaintiff and his partner (see Exhibit A), unless the plaintiff presented written apologies to the defendant.

31. In may 2019 the plaintiff reminded again by emails his partner of his obligations under the Producers Agreement and subsequent plans and approved budgets in 2018 in order to continue with the project, and also complained that a project had been robbed off him simply 'to please others' retaliation wishes. It is remarkable that defendant never herself informed the plaintiff that her likeness should not be used anymore in the film, neither she sent any notice that she prohibited usage of her image. All these negative actions were the consequence of her demanding retaliatory actions to be executed by the plaintiff's partner, actions intended to harm the plaintiff professionally and economically, by interfering in the business relationships of the plaintiff. Firstly, interfering with the contract she knew existed and regulated the film production and exploitation; secondly, with the economic expectancy the plaintiff had in the other projects already discussed [the 'Nazi propaganda' documentary film, cancelled] with the same partner and in preproduction, which had been obliterated.

32. On May 28, 2019, 9:56 AM, his partner goes on to directly answer the private email conversation between the plaintiff and the defendant, and in doing so he even included as CC copy Tigran

Tsitoghdzian, unlawfully sharing the conversation and contents of the communications privately held by the plaintiff. He wrote: "(...) People are allowed to call from blocked numbers...it's not morally offensive. Then your disdain for her views, despite not being the same as yours. She does not have to support our film, or you or anything. Without Susan, you would have nothing. Without Tigran, you would have nothing. Without me, you would have nothing. You forget all of these things. Yet you think you are Martin Scorsese. The parajanov-varatsnov award is lovely, but it's not an Oscar and she doesn't need to be there. But you go crazy here. You say mean things about Tigran and everyone who doesn't support you and your views. You alienate. Instead of trying to be nice and gain support, you insult her and her choices. I cannot understand your methods. Read what you wrote. This is tough and mean. **I don't care about the 200-300,000 dollars I have put into this project. I do not care about this film. I care about Tigran and my family's reputation.** This string of email does not represent my views at all. I find it offensive and childish. I am having a very hard time spending tens of thousands or 100,000 to send you on trips to support you and this project I don't care about. I think you should try and find someone to buy this project ASAP. **I don't want to spend any more on it. I'll have my lawyer review the contracts, but remember that very few people have signed talent release.** So think very carefully about what I have

written and how you have acted towards Susan and Tigran...Sent from my iPhone”

33. On May 28, 2019, 3:59 PM, following the previous email, Tigran Tsitoghdzian remarkably added: “She came that day for me! Not for money, nor for the print.” That shows very clearly how in his views her participation had been a consequence of their personal relationship, and how that factor was crucial to understand the defendant’s true motivations in coming close to the film.

34. The previous communication prompted an answer from the plaintiff on May 28, 2019, 2:44 PM, defending his position and his work and pointing out, among other things: “(...) My emails, on the contrary, aside from my opinions (to which I have a right as you have yours), show the GOOD WILL to bring the film to its best fruition for everybody, but there is ill-will on your side, and against that little can be done. And one last thing: If you don't respect me or my work, do not expect the same thing on my side. You either change course or just choose another person to communicate with me and this office.(...) Your communications are dangerously malicious, bullying, insulting, plagued with false statements, misleading, designed to cause anxiety on persons who had delivered the very best for this investment over a period of time that represents in itself plainly a breach of contract. We have reached the limit.” The plaintiff added answering the string of emails: **“Immoral is to ruin a**

film distribution just because two individuals exchange opinions.”

35. During June and July 2019 it is Honey Shara, mother of the plaintiff's partner, David Shara, who communicates via email with the plaintiff. He requests the payments of the pending invoices, and Honey Shara answers that 'there is no money', and her emails indicate that the plaintiff should present an apology to get pending invoices paid. He makes clear that stopping paying the invoices related to the rest of 2019 film festival circuit would put the investment and the performance of the film in danger. The plaintiff keeps up the operations, and in July 2019 Honey Shara, while not paying pending invoices, requested confidential information about the plaintiff's company tax returns of previous years, which the plaintiff felt coerced to send to her in hopes that will bring some order to the situation of unpaid invoices.

36. On July 5th 2019 the Oscar-qualifying Carthage Film Festival informed the plaintiff that the film had been selected as part of its official selection World Films out of competition to take place in October 2019. The director of the the festival, the late Neyib Ayed, sent a letter to Da Vinci Films LLC, inviting the director to participate, and a letter to the defendant, **inviting the defendant to preside over the 2019 Grand Jury that would select the Oscar-qualifying winners.** A copy of this letter was also sent to the plaintiff. A staff member of plaintiff's office

sent a copy to the defendant's by email on Jul 13, 2019, 7:46 AM. The defendant's office answered on Jul 16, 2019, 1:50 PM: "Thanks so much for reaching out. **Susan is not associated with American Mirror** and is not available to attend." It was not true that she was not associated with the film, and it was a flagrant proof of promissory estoppel.

37. Between July and October 2019 the film won more than fifteen awards and participated in more than thirty festivals around the world. Official selections poured in for the last three months of the year. At the same time, invoices were not being paid by his partner as it had been agreed in 2018, following his partner's intentions as manifested in the previously detailed emails, but the plaintiff kept up operations with his own credit and that of his small business, Da Vinci Films LLC. On Oct 15, 2019, 7:53 PM, the plaintiff made it clear to his partner that if he would not change course and honor the agreements, oral and written, he would have to start a legal action for breach of contract and breach of fiduciary duty. On Oct 16, 2019, 1:19 AM, his partner answered: "**This project is over. You will never get another penny from me.** I will see you in court. You should look in the mirror and speak to your lovely wife. Perhaps she can teach you some manners." A few minutes later he added: "**Don't forget... you work for me, you do not own this film. You were paid with my money to make this film.** You will hear from my attorney. We have zero obligations to fund you. We have done everything

you asked of us for many years. Then you decided to insult us. Think about it.” The plaintiff had never been an employee of his partner, but this statement conveys a clear idea of the disparaging treatment the plaintiff was submitted to on a regular basis after the defendant’s interference, the toxic environment the defendant had created with her interference.

38. On Oct 16, 2019, 11:07 AM, the plaintiff answered, among other reasonings, to his partner: “Nothing sustains your words, while I talk about proven facts. Yes, you do have obligations, of course you have, as I have had mine. **This film was made for its distribution, it's not a toy you can put out just because you got a fit.** It has taken 5 years of work and very low budget for you, that's why you said, and you are acting consistently according to what you said, you "don't care about losing 300,000 USD” which is enough to show business disadvantage created on purpose.” **“It is you who asked me to be in touch with your mother, it is she who has been executing your plan.** You decided to hide behind.” **“In the film industry we are tired of double standards, credit creep and abuse of power, hit lists, of boycotting careers and years of work to please someone: you are wading deep into a swamp.”**

39. Then on the same day October 16, 2019, his partner backpedaled and agreed on trying to find a solution that would avoid legal

action, stating: "I will move on and forget the past if you will. If not, I will see you in court and it will be ugly. You decide." **The plaintiff, trying to save the film, felt his best course of action was to accept the proposal of avoiding legal action.** In a phone conversation that followed this string of emails showing intention on both parts to find an amicable continuation, the plaintiff's partner, David Shara, acknowledged he had been acting since February 2019 under fear of the defendant's threatening legal action against the film and against him, but he assured the plaintiff that he would get all necessary talent releases as soon as possible to guarantee the film distribution. He also recognized the success the film was achieving was 'terrific', and that was a lesson for those who have tried to ruin it, himself included. But also he warned of the defendant's growing hatred against the plaintiff and the film on account of the tremendous success of the film. He also excused himself stating that **all what had happened before had happened because it had been requested by the defendant as a consequence of the plaintiff's private email exchange with her.** He assured to plaintiff that he would try to assuage the defendant to sign a release, which was absolutely necessary to take the film to distribution. He also assured the plaintiff that she had no intention to sign that necessary release in order to render the film un-distributable, and that was why he had been trying to stop paying invoices. This further explains the degree of power and

interference the defendant was exerting on the contract between the plaintiff and his partner.

40. The plaintiff explained that the USA limited theatrical release, necessary to render the film Oscar-qualifying, was in peril. His partner stated that the defendant wanted to avoid that at all cost, that she did not want the film to get the Oscar-qualifying US theatrical release, a condition necessary by the Academy rules to render a film selection-able for any category. Plaintiff also informed his partner of the several distribution offers already in conversations after attending the film market of the Carthage Film Festival, where critics had praised the film as **“American Mirror joins the pantheon of such films as David Lynch’s, Stanley Kubrick’s, but also of writers as Marcel Proust in his the search of lost time”**, and the urgency of getting all the releases as soon as possible, since without them no deal could be struck, and they might be lost. He also explained that the film was gaining great momentum internationally, and that had cost him great efforts and work during years, and the momentum could be lost if all pieces not be in place. The partner made himself responsible of collecting all the missing releases, promising to change the mind of the defendant in a conversation. It must be noted that by that date all the releases related to the people the plaintiff had invited to be part of his film Am-IOI already had been collected by the plaintiff, and also in the power of both partners,

as proof of fiduciary duty by the plaintiff.

41. Between October and end of December 2019 the film wins another overwhelming tranche of international awards, but the USA limited Oscar-qualifying theatrical release must be suspended due to the key missing release of the defendant. In another phone conversation by end of December 2019, the partner explained to the plaintiff that the defendant wasn't willing to provide the release, but that he was trying to convince her. On that same conversation the partner went on to state to the plaintiff that "the situation was worst if it's possible because of the enormous success the film was conquering in the festival circuit, she feels humiliated by it". The plaintiff told his partner that was extremely concerning, and wrong. They agreed on delaying the USA theatrical release to 2020 in expectation of finding a solution with the defendant.

42. In January 2020 the film garners more awards, becoming most awarded film at Jaipur Film Festival, India, for instance, and more conversations regarding distribution took place or continued or stalled. One of them came from MAD Solutions, the Arab world biggest distributor to theatres, TV and online platforms in the Middle East, but the release of the defendant made striking a deal impossible. On messages and phone calls, the plaintiff made it clear to his partner that Mad Solutions distribution offer may flounder, as other conversations related to international distributors, because they were missing the

defendant's written release. Additionally, still invoices pending from 2019 were not yet paid by his partner.

43. By March 2020 COVID pandemic hit the world, and the entertainment industry was hit harder than many others. During this difficult months personal issues and problems overwhelmed the plaintiff while the defendant kept her position of not sending her release.

44. Between April and August the plaintiff's partner managed to pay the pending invoices from 2019. The plaintiff again raised the question of several problems related to the Producers Agreement between the partner and the plaintiff, and also the fact that the talent releases were still missing, rendering the film un-distributable in a year, 2020, when the interest for online-only film commercializations were breaking records because of the lockdowns, and the need of people for new content available online, since theatres were closed. It was a tremendous loss of opportunity for the distribution of a film that had had a stellar performance in the international film festival circuit in 2019. Conversations about the film distribution with international buyers had been suspended due to the lack of the missing key release of the defendant.

45. The plaintiff also informed of a new project for a new film in development, in which there was Academy-award winning talent in talks and the approval of the Francis Bacon Estate on the life of British painter

Francis Bacon, based on a script by the plaintiff. The Francis Bacon Estate went on to assert that of the many proposals for a film based on Francis Bacon, the plaintiff's proposal was by far the best and the one they wished to become a film. But the situation was particularly troubling since the lack of distribution of AM-IOI, a multi-awarded, highly praised film now, was lacking the logical continuity of the film from film festivals into distribution, and that was clearly damaging the professional perception of the plaintiff by other film industry players. The no distribution of AM-IOI was making the raising of funds for the new film based on the life of Francis Bacon impossible, creating a tremendous professional damage for the plaintiff, injury for which the defendant is liable.

46. The new 'Francis Bacon Project' in development by the plaintiff, that had attracted Academy-award winning talent across all fields, and particularly a two-time Academy award winner actor as it will prove in discovery, stalled during all these months and faced growing challenges to get funding mainly because his last film starring the defendant, and so multi-awarded, was lacking its due distribution plainly because of malicious maneuvers of the defendant and her interference with the existing contract. The damage that the situation has caused to the plaintiff has far reaching consequences. When on August 2020 the plaintiff insisted on these issues, his partner disappeared, announcing he

would send his lawyer to contact the plaintiff.

47. By mid-September, counsel representing the partner, David Shara, and his mother, Honey Shara, sent a letter to the plaintiff in which, besides congratulating him for his great work at the helm of producing and directing the film, he suggested that the plaintiff renounced to his rights as stated in the Producers Agreement in order to allow his partner and his mother to be fully in charge of the distribution of the film, in clear violation of the terms of the Producers Agreement, that establish that the plaintiff would be in charge of distribution, something that had been decided due to the extensive experience of the plaintiff in documentary filmmaking, as the results in the festival circuit clearly had showed.

48. In a subsequent email conversation between the plaintiff and his partner's attorney, the partner made it clear through his counsel that: "The name and likeness releases have not been secured by our client [David Shara]; **they can secure all of them in an expeditious manner - but you have to take a backseat on this project []**". Further adding relentlessly: "**if you're serious about making money with this film and using it as a work that you can showcase so that your credits build and you have additional opportunities, you need to hand over the control of the film to our client.**" "without our client's written sign-off (and the releases), you simply can't

exploit the film any further. **If you don't want to let them run the exploitation of the film at this point, our client is prepared to let the film "die on the vine".** “Unfortunately for you, **you have no choices here Arthur - just trust that David's self-interest in getting the best deals and making the most money from the film is in your best interest as well.**” The plaintiff was more than troubled by this situation. His partner was refusing to either consent to the plaintiff's distribution of the film and willingly keeping the film hostage by not providing a number of talent releases necessary to distribute the film, despite acknowledging that he could obtain the talent releases (and expeditiously so), all of them, included that of the defendant. **These actions were an obvious attempt to seize control of a universally acclaimed film. In fact, his partner threatened the plaintiff that if he did not hand over control of the film, the plaintiff would never receive profits from the film and would jeopardize his professional reputation and success. His partner's statements show, at a minimum, that he was acting in coordination with the defendant, since he affirms that he could get her release 'expeditiously', and by this, again, the defendant was seeking to interfere with both the distribution of AM-IOI and the plaintiff's other professional endeavors, all in an effort to improperly enrich the plaintiff's partner, who thanks to her collaboration was able to coerce the**

plaintiff into a new ‘agreement’ that would deprive the plaintiff of his asserted rights. The tortious interference of the defendant has accomplished a *de facto* breach of the existing contract, something that was also against her own best interest; that, however, was not important as long as the interference was causing major injury to the plaintiff. It was the result of using her immense influence and power in the industry to quash the rights of a small filmmaker who had made an excellent, respectful, acclaimed work with her likeness, image and voice. She did not care about her losses as long as she could maximize the ruin to the plaintiff.

49. Being clear that the partner was making an effort to seize control of the film’s distribution through coercion, and that the partner could only make those assurances regarding the defendant’s release thanks to the defendant’s ongoing collaboration to deny the release to the producer, the plaintiff, who is the person entitled to set up the distribution according to the Producers Agreement, then the plaintiff decided again to contact the defendant’s office.

50. In September 2020 representatives of the plaintiff contacted the defendant’s representative, requesting a written, signed permission for image usage in the distribution of the film. On Sep 12, 2020, 9:21 AM, staff of plaintiff’s office requested via email from the defendant to sign the ‘attached talent release’: “since the festival circuit has finished (70+

official selections, 40+ wins), and the film will start distribution, I request from you to send us the attached Talent Release signed by Ms Sarandon. It is a customary thing to do, and doesn't add anything new to the actual situation as it is, and confirms what you wrote in your previous email, that Ms Sarandon "is not associated with 'American Mirror'" in any way beyond that. I also attach the .docx file in case you may wish to add something. It contains a proviso that puts it clear that Ms Sarandon isn't obliged to any kind a promotion, which also doesn't add anything new. In sum, the Talent Release just reflects the actual situation as it has been for these years." The defendant's office, however, answered later to this email evasively: "Please refer any inquiries to Susan's agents. Thank you." Another proof of promissory estoppel, since the defendant had already established and chosen the rules by which the distribution would stand, and now used that evasive recommendation to further deny de facto providing the release. The defendant did not provide any release to allow distribution to happen. On Sep 14, 2020, 1:32 PM, the defendant answered through his representative: "you're more than welcome to reach out to Shani Rosenzweig's office (Susan's agent)". This was the first time in four years that the defendant mentioned an agent in order to proceed, while the defendant herself had agreed on all the phases of the filmmaking, as described before in this complaint, from attending the shooting knowing the characteristics of the shooting, to agreeing on the

measurements and nature of her compensation, to having discussed a business proposal sent by the plaintiff's partner, and answering to its clear terms in an affirmative manner. Attempts to call Shani Rosenzweig's office at United Talent resulted in the person answering hanging up the phone call as soon as they heard anybody was calling "on behalf of Arthur Balder". The moment the name of the plaintiff was mentioned the phone call was cut. All this showed unambiguously that directing the plaintiff's assistants to an agent that had never been part of the negotiations just in the moment when the film's distribution should start was a tortious act further confirming the promissory estoppel, and even a tactic to deflect the communications of the plaintiff and his assistants only to thwart them via third parties. Any further attempts to contact the defendant or his representatives were equally unsuccessful, and she did not provide the necessary written permission to allow the commercial distribution of the film.

51. The COVID pandemic raging, economic activity paralyzed in the film industry, and not being able to distribute a work that had absorbed almost five years of his life, the plaintiff decided, in the light of the coercive maneuvers of his partner thanks to the collaboration of the defendant, to seek legal assistance.

52. Finally it was a fact that all hopes faded for the USA limited theatrical release of the film to happen, as it had been agreed upon with

his partner, and scheduled for end 2019, then re-scheduled to end 2020 fundamentally because of lacking the main talent release of the defendant, had been crushed. Time passing, the momentum gained by the international acclaim won by the plaintiff's work and extraordinary performance of the film in the international film festival circuit in 2019 faded into an irreparable loss for the business and for the professional perspectives of the plaintiff. For all these losses the plaintiff seeks the relief of the court in the form of monetary compensation and also punitive damages since the at-fault party behaved in a remarkably reckless and malicious manner.

53. A law practice in New York, White & Case LLC, agreed in January 2021 on helping the plaintiff pro bono to attempt to solve the distribution of the film with his partner, David Shara, with the collaboration of attorneys Nathan Aduddell and Andrew Hammond. After an extensive period of research and preparation between February and September 2021, in which no communication was received from the plaintiff's partner nor from the defendant, a Demand Letter was sent by White & Case LLC as counsel of the plaintiff to his partner's counsel in October 8th, 2021. The letter summarized the plaintiff's claims to his partner, and demanded also securing and sending the talent release of the defendant, among other claims. Written communications between counsel show on November 15, 2021, 9:54 AM, plaintiff's counsel

requested clearly: “Given the passage of time already, and in light of your representation that the talent releases can be obtained “expeditiously,” we request that all of the necessary and outstanding talent releases be provided no later than this coming Monday, November 22, 2021.”

AS FOR CIVIL CONSPIRACY

54. AB reincorporates the allegations set forth in paragraphs 1 through 54 as if fully set forth herein.

55. On November 18, 2021 1:46 PM , David Shara answered through his counsel: **“Tigran Tsitoghdzyan reached out to Susan Sarandon** - she is traveling right now but will be in NYC in the next few weeks - she agreed to meet Tigran for coffee - when this meeting occurs, he will ask her to provide a release. **I will have a release ready to be sent to her lawyer or manager once their meeting occurs and we can confirm that she is willing to participate** - I'll reach out to you once the meeting occurs.”

56. On December 7, 2021 8:14 AM, after being urged by the plaintiff's counsel regarding the demands, the partner's counsel answered: “[] per my prior email to you, **everything hinges on Tigran Tsitoghdzyan's meeting with Susan Sarandon** which has not occurred yet.” One month later there was still no answer, and the plaintiff's counsel insisted on the state of the situation. On January 3,

2022 3:00 PM, the plaintiff's counsel insisted on the plaintiff's demands regarding the defendant: "my client and I have been far more than accommodating so far. It has been three months since I sent you a letter requesting the talent releases. **It was shortly after that when you committed that David Shara would provide the talent releases and stop standing in the way of the film's distribution, in violation of his obligations** under the Producer's Agreement. What is more, **it was over one year ago, in September 2020, when you told Arthur that David [Shara] could secure "all of" the talent releases in an "expeditious manner."** But despite our accommodations – accommodations far beyond what good faith or basic courtesy would call for – we have now entered 2022 [...] **As to Ms. Sarandon's talent release, we also expect to receive that no later than January 24, 2022,** but, in a spirit of compromise, we are willing to provide reasonable additional time as necessary to allow for a meeting to be held with Ms. Sarandon (if it has not already taken place)."

57. On January 18, 2022 11:41 AM the partner's counsel insisted: "Hey Nathan - nothing changed from when we spoke - **Tigran is trying to get a meeting with Susan - he is self-motivated in his desire to have the film exploited - it only helps him** - once that meeting occurs, the rest will fall into place."

58. On January 30, 2022 5:13 PM, David Shara's counsel indicates

what had been known and under discussion since 2019: “Hey Nathan - just to clarify - (...) - **if we don't have Susan's release, no distributor will accept [the film] for distribution.** Therefore, once you send me a copy of the release that she signed, I'll get the process underway for the rest.” It must be noted that, as part of his email, David Shara’s counsel shared an email sent to him by Honey Shara in which she noted on January 29, 2022 at 12:15 PM: “**I spoke to Tigran, who spoke to Susan. She didn't want to talk about the movie** so he didn't push her. Tigran feels quite certain that Susan signed a release for Arthur Balder.”

59. This was a falsehood introduced as a hear-say, since she had never signed a release and sent it to the plaintiff, as it will be proved by the defendant’s own communications with the plaintiff’s counsel a few days later on this chronology. It is impossible to believe, having the defendant met David Shara’s envoy [Tigran] to obtain the release, that Tigran Tstotoghian was unable to clarify that fundamental point ‘from her’ directly. Instead of verifying it tete-a-tete, they put out a false assumption made by Tigran Tstotoghian himself, who in that meeting had had the opportunity to obtain the answer directly from the defendant, with whom he met as the communication states unambiguously. The plaintiff’s counsel answers on Feb 4, 2022, at 10:03 AM: “Respectfully, I do not follow your response and it continues to raise serious concerns.”

The last communication prompts David Shara's counsel to write to the plaintiff's counsel on February 4, 2022 10:09 AM **"Sorry Nathan - get me the Sarandon release and I'll go from there."**

60. This tortious game ends by mid-February 2022, when the plaintiff's counsel contacts directly the defendant to address the situation of her release. The defendant's hide-and-go-seek game ends after a phone conversation takes place between the defendant's legal representation and the plaintiff's counsel. In this conversation the defendant, through counsel of the plaintiff, was asked for the talent release again. In spite of all, later on February 23, 2022, SMS messages sent by the defendant's representative to the plaintiff's counsel stated: Wed, Feb 23, 10:35 AM "hey nathan, it's brian from sarandon's. **she** had a talk with tigran and **might be willing to consider signing the release over to tigran and David.**" Plaintiff's counsel answers: "Thank you very much for the update. Do you or Susan have a preference for the best way to move forward? If not, I would be happy to relay this message to Tigran and David, so that they could reach out to Susan directly. Thank you." The defendant's representative answers: "I think you/arthur need to get with tigran and david and figure it out. whenever you all agree, feel free to reach back out. **But we'll only consider if tigran and david approve.**" (See Exhibit E.)

61. The previous messages are very concerning and troubling since

they prove unambiguously and directly from the defendant the fact that the defendant was in clear and open coordination with David Shara in accomplishing the ruin of the film by not providing the plaintiff, the person holding the rights to start distribution, the necessary release for its distribution. Not only that, her approval to sign such a permission would ‘only’ happen ‘if’ the plaintiff agreed on the terms proposed by his partner, which, as it has been exposed before, were only intended to coerce the plaintiff and deprive him of his asserted rights as established in the Producers Agreement. The plaintiff’s counsel reached out immediately to counsel of David Shara and of Tigran Tsitoghdzian, on February 25, 2022 8:02 AM, requesting: “We are writing today about collecting a talent release from Susan Sarandon, who participated in the film. As you know, one of steps is in the lead-up to public distribution of the film is the collection of all outstanding talent releases, so it is important that we obtain Ms. Sarandon’s release.” David Shara’s counsel states on March 1, 2022 at 9:04 PM: “as discussed numerous times with you by phone, **Susan wants nothing to do with your client - to say she hates him is an understatement after he abused her by email and by phone**” (See Exhibit F.) It is false, however, that the plaintiff ever abused the defendant, it is false also that the defendant ever had any phone conversation with the plaintiff, but the statement is important because it links directly the defendant’s motivation is ‘hate’, and her ‘hate’

against the plaintiff is in unambiguous relationship with the email discussed and showed in its entirety before from 2019. He then goes on to add: "We need to discuss logistics before we obtain her release - I suggest that we do a call with Andrew joining us." A meeting took place on which it was agreed that the defendant's talent release would be obtained. The conversations show that Tigran Tstotoghzian apparently commits to obtain the talent release from the defendant via his counsel, but after that conversation the counsel of David Shara disappeared, never answering again the phone calls and emails made by the plaintiff's counsel, and the defendant's release was never sent to the plaintiff nor to his counsel to this date. The last communication in writing was from April 5th, 2022. This set of emails show the intentions of the defendant being fulfilled by her own will, even when other persons, who are perfectly acquainted with her plans and motivations, committed to obtain that release. The defendant's pattern of behavior, accomplishing her vindictive designs to cause maximum harm to the plaintiff by interfering in others business relations and contracts, is, however, recklessly malicious, ill-intentioned in nature, manipulative beyond doubt, and tortious. She is perfectly aware of the injury she is causing to the plaintiff, and still her behavior continues in the same direction.

62. The communications exchanged in 2019, 2020, 2021 and 2022, show that the defendant interfered tortiously between the partners to the

Producers Agreement, doing all in her power to interfere with that contract in order to cause professional and financial injury to the plaintiff, which accrues since the moment the film could and had to be starting closing deals related to commercial distribution, beginning 2020. The events also show how the power of the defendant cowered and manipulated the partner of the plaintiff and other third parties involved in the film, in order to curtail all possibilities of success of the film in 2019, when his partner did all in his power to stop paying invoices to ‘cancel’ that way the performance in the festival circuit, and that had no other intention than to injure professionally the plaintiff, who would have been deprived of dozens of awards bestowed upon him and his film AM-IOI. The defendant knew that, having exchanged promises and after having agreed in writing to clear terms, she could not prohibit directly the usage of her image, but used all in her power to limit in 2019 the success of the film by making others do what she could not do in a manner that would have been too obvious an act in bad faith that would have give the plaintiff a direct cause of action at that moment. She chose instead to use her influence on others to injure the plaintiff. Finally, since 2020, when the release was requested from her directly by the plaintiff, and in 2022 she indicates that she would only agree to sign “if” the plaintiff’s partner agrees on terms that are only related to the partner’s breach of contract, i.e., accepting such terms would mean successfully coercing the plaintiff

into another form of contract, which is what she also tried to accomplish as a vindictive scheme to further injury the plaintiff, depriving him of his rights under the Producers Agreement, or, in the meantime, depriving the film of any distribution, an act of spite that had caused irreparable damages. **She would only agree to sign, then, if the partner succeeded in coercing the plaintiff into accepting, at his disadvantage, a new agreement.**

**AS AND FOR A SECOND
CAUSE OF ACTION FOR PROMISSORY
ESTOPPEL**

63. AB reincorporates the allegations set forth in paragraphs 1 through 63 as if fully set forth herein.

64. The liability of the defendant is immense. She is not only the necessary and main abettor behind the partner's coercion, but she is the direct cause why the film could not be distributed commercially since the moment it should have been, at least end of 2019, according to the events as hitherto described. The private and direct exchange of opinions by emails between the plaintiff and the defendant in 2019 marked the beginning of a clear succession of actions that were, and are as of today, intended to cause ongoing injury to the plaintiff.

65. SS is liable to AB for promissory estoppel. The defendant sufficiently and unambiguously established abundant implied and direct

approval to the usage of her image in a film that was intended to be commercially released, and she knew that. Her not facilitating this in due time makes the defendant liable to the plaintiff for promissory estoppel.

66. The plaintiff reliance on these promises was foreseeable by the defendant because the defendant is in the film business and industry, and she understands the reason and purpose for being part of a film, of accepting an upfront compensation and of agreeing on the terms of a business proposal which clearly offers her a percentage of the distribution profits. Additionally, depriving the business from its US limited Oscar-qualifying US theatrical release is designed to rob the plaintiff of well-deserved opportunities of recognition in his own country and area of professional development, the United States of America..

67. As a result of the defendant's statements and promises, her subsequent intentional denial to do so upon repeated requests, the plaintiff has been damaged financially and professionally, causing no small emotional distress.

ARGUMENTS

68. The private exchange of emails that takes place on Feb 25, 2019 is private and between plaintiff and defendant, both having the right to freely entering into that conversation, being both entitled to the right to an opinion. It is the defendant who previously was giving the 'silent treatment' to the plaintiff and his team, who was disparaging the

plaintiff's work publicly by not being thankful to institutions that had given the Parajanov Vartanov Award in a sign of sincere recognition. The conversation was not about the obligation of a promotion on the side of the defendant, however, but on basic rules of propriety, and the plaintiff had and has his right to his own opinions. However, both opinions were exchanged privately. **It was the defendant who chose to disseminate the emails, not to the media to make them public, of course, but to the partner of the plaintiff, with that intently and directly seeking retaliation by cowering the partner into believing that she could ruin him with a lawsuit,** to tortious interfere in the plaintiff's business relations, which she knew, as a consequence of this opinion shared with her. It was intended to cower his partner into taking actions directed to damage other projects already underway between the partner and the plaintiff, to ruin new possibilities of success by cancelling the remaining of the festival circuit in 2019, and ultimately the commercial distribution of the film itself. The actions that clearly took place after Susan Sarandon disseminated a private communication never intended by the plaintiff to be public have been until today extremely damaging, disproportionate, abusive, and have caused what David Shara announced very clearly in his messages a few hours after she shared that communication to him: **"Be careful with Susan. She can ruin you."**

69. The actions unleashed by the wrongful dissemination of this

email in 2019 by the defendant are inchoate and preparatory for what starts in 2020. It is in 2020 when she outrightly does not provide the talent release necessary to the producer, the plaintiff, to ensure distribution, misleading him to agents that had never been part of any negotiation, agents who just hung up the phone call whenever anybody mentioned the words 'Arthur Balder', and this fact is further stated in 2022 when even the defendant states in writing that she 'might be willing to sign it' but only if Tigran and David agree'.

70. To say that Susan Sarandon shows here disregard to others' freedom of speech and rights to an opinion is an understatement, being herself, however, an outspoken individual who enjoys conspicuously her First Amendment rights publicly and privately. It is particularly outrageous to see how she chooses the path of retaliation by disseminating an email conversation sustained privately, with the sole purpose of causing unbounded damage by interfering between the plaintiff and his partner, the executive producer David Shara, even when ruining the film is clearly against her own interest, being herself a part of it praised by independent juries, having discussed a part of profits with the partner, David Shara. She is praised by the critics because of her participation, the film is acclaimed, and she even got what she chose to have as a compensation for the shooting and was informed clearly and unambiguously in a business proposal of the film being made to be

‘commercially released’, David Shara even stating ‘I want to make money for Susan Sarandon’, he wanted ‘maximize profits and exposure’, and even being promised, and accepting, a percentage of the film’s distribution profits, and recommending herself a start of distribution by trying into film festivals. **But Sarandon’s immense influence and fortune allows her to renounce to all this, as long as she can maximize the injure to another small professional; she acts seeking retaliation, is a perverse act of malice.**

71. The reason why Susan Sarandon can chose to go against her own interests is obvious: given the unbalance between her own prestige and career, her own opportunities and funds, and those of the plaintiff, the filmmaker, she is perfectly conscious and aware that, in spite of the loss for herself ruining the distribution, that loss is nothing in comparison to the injury she caused to a filmmaker, the plaintiff, with few credits, for whom this film represented a great opportunity that he had nailed to perfection, apparently to her dismay, as the list of awards shows unequivocally. **It is a spiteful, all-out-destructive, entirely vindictive, malicious in nature collection of acts intended to cause injury to the plaintiff, depriving him of his well-deserved merits, and this liability should be multiplied as many times as the court deem possible precisely when we examine the merits of the film internationally acclaimed of the producer and filmmaker,**

the plaintiff, and we see the immense privilege that the defendant is wielding against the basic, fundamental, constitutional rights of the plaintiff to his opinions, because it is thanks to the plaintiff's vision and devotion, that American Mirror is a remarkable achievement.

72. To fathom the depth of the wrong done, it must be noted that American Mirror received an astounding reception on the film festival circuit, winning awards for Best Feature Film, Best Documentary Film, Best Experimental Film, Grand Prix, and Best Film of Festival at international film festivals including the UK Film Festival (UK), the Jaipur International Film Festival (India), the Arlington Intl Film Festival, (US), the 53rd Worldfest Houston (US), the Ferrara Film Festival (Italy), the Prvi Kadar International Film Festival (Bosnia-Herzegovina), and the Near Nazareth Film Festival (Israel). In addition, American Mirror won Best Director at Ierapetra Documentary Film Festival in Greece, and Peak City International Film Festival in the US); it won Best Cinematography at Sydney Independent Film Festival in Australia, DOC Los Angeles Parajanov-Vartanov Institute in the US, and Jaipur International Film Festival in India; it won Best Original Soundtrack at Doc Los Angeles; and it was named a finalist for Best Original Soundtrack at the International Sound & Film Music of Croatia and the Tenerife Film Music Festival (FIMUCITE) in Spain. At the

Jaipur International Film Festival, American Mirror was honored with five awards (Best Documentary Feature, Best Cinematography, Best Editing, Best Sound, and the Best Released Film), making it the most awarded film in the history of the festival. AM-IOI also became the most awarded film in the history of DOC Los Angeles, where it won for Best Original Film, Best Original Soundtrack, and Best Cinematography. In addition, the film won the prestigious Parajanov-Vartanov Prize, a distinction previously given to Martin Scorsese and Francis Ford Coppola.

73. As the below sampling shows, critics from around the world have also given glowing praise to Mr. Balder and American Mirror: “American Mirror is “strikingly original” and “there’s a lingering, finely-drawn intelligence to Arthur Balder’s hallucinogenic compilation, one which welcomes many readings no matter how you look at it” [Film Inquiry, Australia] “Director Arthur Balder takes us on a visually spectacular journey.” American Mirror is “a revelation to Balder’s craft.” [The Armenian Mirror-Spectator, US] “Arthur Balder is an artist at the same time creative and meticulous.” [Chiara Carna, Fabrique Du Cinema Nr 24, Italy] American Mirror is a “very graceful and elegant work.” [The Digital Journal, US] American Mirror is a “dynamic, visually sumptuous, cleverly directed film that leaves you breathless and enthralled long after you watch it.” [Dragan Elcic, a film critic, a film professor and the Dean of Belgrade Academy of Arts in Serbia, and a highly regarded Serbian film

director who has directed films recognized at the Oscars.]

74. American Mirror also received praise from film critic Meriam Azizi in the *Le Quotidienne*, the official diary of the Oscar-qualifying Carthage Film Festival in Tunisia. Mr. Azizi wrote: **“American Mirror joins the pantheon of such films as David Lynch’s, Stanley Kubrick’s, but also of writers as Marcel Proust in his the search of lost time.”** “Of all the documentaries [at the Carthage Film Festival], Arthur Balder’s is the one that intrigues the most.” **It is a “masterpiece.”**

75. The reception garnered by American Mirror demonstrates that it is a great accomplishment.

76. Of course, the awards and praise earned by the plaintiff and AM-IOI are due only to the plaintiff’s efforts in submitting the film to a range of international film festivals and undertaking all of the corresponding responsibilities, including professional interaction with the festival staff and executives. **It was not due to the wider, public distribution of the film, which the defendant has maliciously prevented after herself recommending the film to go to festivals as a first step to determine its potential success in commercial distribution.** Even more: many of those awards listed would have not been won if the plaintiff had followed the ‘orders’ of his partner in April 2019, if the defendant’s tortious interference would have been fully

successful in 2019, when he was told bluntly to ‘cancel the festivals’ by David Shara, all as a consequence of the actions and malicious interference of the defendant, Susan Sarandon. **Susan Sarandon’s actions represent another egregious example of abuse of power in the film industry, and deserve an exemplary fine of punitive damages that matches the size of the outrageous loss that her actions have caused.** She has actively act behind the scenes to ruin a film internationally acclaimed only to please her need of vengeance upon someone who had opinions not of her taste, after she sent to him disparaging opinions about his film. **She cannot be deemed an example to follow in the film industry, but an example of what should never happen: that someone uses the power at the apex of her career in order to cause ruin on the well-deserved and unambiguously merited results of a small filmmaker that invests five years of his life in a project that ends up being a source of anxiety and depression.** To this date, the plaintiff is in medical treatment for anxiety and depression caused by all these events at the North Hudson Community Action Corporation medical center in West New York, and forensic proof of that will be provided in due time.

77. David Shara states through his counsel that Susan Sarandon “hates” the plaintiff, specifically that “to say that Susan hates your client [the plaintiff] is an understatement”. She, a person who has pretended to

be a champion of civil rights, seems to 'hate' the plaintiff simply because he had asserted his opinions only after she asserted hers, only because he had put it very clear his believe that his film was a very good work and deserved respect, as afterwards the list of awards obtained in 2019 overwhelmingly confirmed, simply because championed fair standards, even when **nobody** else in his team was cooperating in good faith or in fairness to help the film achieving any success, **as a direct consequence of the well-documented, clearly timed defendant's tortious interference**. She seems to 'hate' the plaintiff, because the film wasn't cancelled for her vengeful pleasure, but instead it throve, and she seems to 'hate' him, always according to someone, Davis Shara's counsel, who is very well acquainted with her as recently as two months ago, because of the success achieved by the plaintiff's film in spite of the obstinately uncooperativeness of the defendant across the entire run of the film in the international festival circuit. **The plaintiff became the victim of a double standard in a toxic film industry environment fostered, created and manipulated by a superstar that is accustomed to enjoy privileges, for whom rights, civil rights equally shared in a society guided by principles of equity, are not enough and in her eyes nor the same for everyone, an environment that was purposely created by the defendant to cause injury at all costs to the plaintiff**. Once it was clear she could not send to ruin the festival

circuit because of the plaintiff's determination to success in spite of all what was being made against him, she made sure the film would never go on to be commercially distributed in due time unless the plaintiff would be successfully coerced into losing his rights as asserted in the Producers Agreement with his partner, David Shara.

78. According to the own words of Tigran Tsitoghdzian, the only purpose of the defendant was to come close to the subject of the film, Tigran Tsitoghdzian himself, being the participation in the film a way to do so, something even confirmed by Tigran Tsitoghdzian, who referring to the shooting day of the defendant, states on an email on May 28, 2019, 3:59 PM: **"She came that day for me! Not for money, nor for the print."** This evinces what the plaintiff had heard many times from Tigran Tsitoghdzian and from Tigran's longtime confidant and manager, David Shara: that the defendant was interested in him at a personal level in a manner that he was not interested in her. This personal interest was not reciprocal or understood in the same manner. However, regarding the film, the defendant was treated fairly beyond the best imaginable accommodations. But all those accommodations and privileged treatment were of no value for the defendant, because something else did not go her way long before the plaintiff tried legitimately to ascertain why the defendant was 'turning her back on the film' by the end of 2018 and all the dedicated technical team that made it possible.

79. The malice of the defendant stands out when we expose events in the light of these claims, which show how double standard and privilege are understood by the defendant as something normal. Be noted that, when The New York Times film critic Jeannette Catsoulis questioned, apropos of the theatrical release in the USA of the defendant's son Jack Henry Robbins' film "VHYes", on Jan. 16, 2020, [quoted from The New York Times, Jeanette Cassoulis, Jan. 16, 2020] **"Little more than a collage of meaningless nostalgia, "VHYes" makes you wonder how it found its way into a movie theater. Though I'm sure that has nothing to do with the fact that two of its actors, Susan Sarandon and Tim Robbins, are also the director's parents"**, the defendant slammed publicly the critic at The Hollywood Reporter [Tittle "Susan Sarandon Slams New York Times Review of Son's Film", published February 14, 2020] **stating that the NYT critic's attitude was "so unprofessional and obviously knows so little about the business"**. It is a disgrace, and represents a new apex of hypocrisy, to see that precisely at that same time when this journalistic controversy was taking place, Susan Sarandon had been already fully engaged in thwarting the distribution of the defendant's film, AM-IOI, a film that was legitimately successful on its own merits and performance in the festival circuit, about which the defendant had, against all evidence, "nothing positive to say". It cannot be sufficiently emphasized

that the plaintiff's film could not get the US theatrical Oscar-qualifying theatrical release precisely because the same Susan Sarandon that was slamming the NYT critic for voicing her opinions about her son's film was also engaged in wrongful actions directed to ruin the transition of the plaintiff's film AM-IOI from the festival circuit into the commercial distribution. For the defendant, the outstanding size of the plaintiff's film cinematic merits, as recognized by independent critics and awards bestowed by independent juries from all over the world, were of no value as long as she could accomplish her retaliation.

80. For Susan Sarandon, relying on her immense prestige and career in the industry, as much as thwarting the film was clearly against her interest (as it is shown by the fact that she had been promised and she had thanked a percentage of the profits in a business proposal sent by executive producer David Shara in common agreement with the plaintiff,), that damage was welcome as long as she could get the satisfaction she was looking for: a retaliation against the little known filmmaker, the plaintiff. She knew it was against her own interest, but this has been an act of malice, an interference to cause irreparable damage to the plaintiff.

81. The plaintiff requested the necessary written permission in writing on multiple occasions. The defendant refused to honor her previous promises to provide a release in the terms agreed upon by her,

and of her choice, as written communications show. Consequently, the defendant is liable.

ARGUMENTS REGARDING TIGRAN TSITOGHDZIAN'S ACTIONS

82. The film “ AMERICAN MIRROR: INTIMATIONS OF IMMORTALITY’ has been a clear advantage to Tigran Tsitoghdzian career between 2016 and up until now. Written communications show clearly that he was aware of the press releases prepared and published by the plaintiff’s partner in the international media in 2016, 2017, 2018, 2019. The defendant knew about them, approved of them, David Shara knew about them, confirmed them, encouraged them because it only benefitted his business of being a sales agent of the defendant, thus getting a 50% of any sales of artworks by the defendant. SMS communications and email communications give abundant proof of the encouragement, approval, knowledge of the preparation and sending of the press releases to the Armenian media, to the Armenian American media, the Latin American media, and the European media. Both the defendant and the executive producer, David Shara, who also was during all these years the sales representative of the defendant, have taken advantage of the publicity generated by such press releases massively distributed by the Latin American Media, European Media, Armenian

Media, the Armenian-American Media. Those press releases were related to the making and progressing of the film 'American Mirror: Intimations of Immortality', and they were mostly centered always on the idea of a great documentary film centered in the defendant. The film was made, without having to be so so helpful to Tigran Tsitoghdzian in absence of any obligation agreed upon on the plaintiff's side, a monumental example of helping an artist, the defendant, to be better perceived by the audience, even including footage of an interview of American art critic Donald Kuspit, his artworks are fabulously displayed and, in sum, it is clearly something that has benefited him being part of more than 80 film festivals. Thus his interference to thwart, to breach the contract, to sour the plaintiff's partner, his purpose to not promote the film in the second half of 2019, all these steps are proof unequivocally of acting in bad faith, with malice, out of spite, motivated by irrational envy. The defendant, an only child, seems to be possessive of the people he deals with, and for some strange reason decided that the film that was being made was too much of a good thing for the plaintiff, that the plaintiff had made of it too good of a result, and he was envious of the result achieved by the plaintiff, including his pile of awards in relation to the film. The defendant is conscious that his 'prestige' is based in the awe caused for sometime by the two exaggeratedly high auction records at Phillips Auctioneers in 2014, and 2015, records that were secretly orchestrated by him and his

sales agent, David Shara, possibly with the participation of their closely related associates, while he knows that the plaintiff's many awards won in relationship with his film AMERICAN MIRROR: INTIMATIONS OF IMMORTALITY come from independently appointed juries at dozens of film festivals around the globe.

83. The defendant Tigran Tsitoghdzian tried to get rid of the plaintiff in 2016 when at last the plaintiff tried to bring the promises the defendant and David Shara had made to a definitive film industry contract. The defendant and David Shara coordinately bullied and insulted the plaintiff for requesting a contract. The defendant broke his promises, and worked behind the scenes to influence David Shara negatively against the plaintiff, and wrote to create the worst image imaginable of the plaintiff in front of David Shara, whose ulterior reaction and confessions to the plaintiff in 2017 show he was quite surprised by the defendant's actions against the plaintiff. **The defendant wanted to get rid of the plaintiff once he had obtained successful principal photography with Susan Sarandon, and wanted in reality to take control over the film by getting the plaintiff fired by the end of 2016.** This wasn't allowed by the plaintiff, and for this reason months later the defendant suggested to David Shara the inclusion of his son, a minor, in the film, without **ever** providing necessary permissions of image usage from him, despite having promised to do so, and afterwards avoided

to be part of a sequence in which he was painting an artwork, for reasons already explained, but particularly to boycott the film by not providing a fundamental sequence in an art-centered documentary. Morgan Shara, the wife of David Shara, insisted on this point, and the plaintiff can give testimony unambiguously of the insulting words that the defendant pronounced regarding Morgan Shara's petition: 'She should close her mouth and do her chores.' The defendant's strange and particularly unfounded arrogance seems to come not from a string of real success in the artwork, art museums and other real world parameters, but from his own investment in a Facebook fan page where posts are paid-promoted by the defendant and his associates, and, more concerning, from auction records at Phillips Auctioneers NY that are clearly a fraud that he himself, in collaboration with David Shara and/or his close business associates, orchestrated in order to inflate the perception of value of his artworks. It is absolutely crucial that Phillips Auctioneers LLC clarifies all this, and the information describing the bettors in both auctions in 2014 and 2015 should be disclosed to the court in due time, with due sealed protection, so that privacy concerns are respected, but also so that the court can have access to the reality that lurks behind those two auction records, a scheme to defraud the public.

84. The defendant Tigran Tsitoghdzian has done all these things in spite of all the good things done by the plaintiff for him, because since the

beginning he hated the fact that this contract existed [Exhibit 1]. During the communications by end 2016 after the plaintiff requested to sign a contract, the defendant even suggested to chose 'a ring' to fight off who was right, clearly suggesting physical fight between defendant and the plaintiff simply because of his shady origins in Armenia, and his past as a boxer who fought to obtain money. **By doing this, not only disregarded all the logic and rational argumentation of a conversation about a contract, but he showed his true, low nature, and he threatened the plaintiff, creating a bullying tone of violence that prepared the road for David Shara's coercive maneuvers during the negotiation of the terms of that contract.** The plaintiff avers he felt threatened, and the plaintiff avers his filing this lawsuit may bring dangers beyond the financial and professional harm he is already suffering, if past is prologue. The defendant is a manipulative person who considers his associates are his property, and who has demonstrated he is capable of anything in order to bring harm to those he hates and envies because of their real merits, as it is the case of the plaintiff, whose awards are the result of independent juries all over the world bestowing them on him and his work, while the defendant's reputation in the art market has hinged on auction records orchestrated by himself.

85. The plaintiff did his utmost in unfavorable circumstances

created willingly, purposely, by the defendant Tigran Tsitoghdzian.

86. The defendant acts motivated by malice, spite and narcissistic views of himself, that are so corrupting and poisoning on others in his sphere of action, whom he called his 'friends' as long as they follow his lead, that takes him so far as to thwart the plaintiff's work and rights to a fair distribution, by means of tortious interferences with the contract between the plaintiff and his partner David Shara.

87. There is an abundance of evidence that shows how the plaintiff had been helping the defendant in many ways to advance Tigran Tsitoghdzian's career as an artist, to better understand his views and his art, and to further create a more perfect image of the defendant in the public. In 2015 it was the plaintiff who helped the defendant to have a direct contact with Donald Kuspit, one of the most important living art critics in the world. Donald Kuspit had already worked in another documentary film by the plaintiff, premiere at MoMA in 2013. It was the defendant who wished to have also Donald Kuspit in his first ever catalog in 2015. It was the plaintiff who introduced the artworks of the defendant to Donald Kuspit, and who convinced Donald Kuspit to visit the studio of the defendant. Finally Donald Kuspit agreed on writing a small essay for the defendant's first and only serious catalog ever, and all he had for the plaintiff in gratitude when the plaintiff requested a contract was a collection of despicable, repugnant, unfounded, narcissistic reproaches

that only made it clear the one-sidedness of the views and his understanding of others. 'Others' are only there to serve his purposes, to be used, then dumped.

88. Of note, the plaintiff, during 2015 and 2016, and as a favor as many emails will show, helped the defendant Tigran Tsitoghdzian to copyright at the Library of Congress all the defendant's artworks up to that date, preparing the petitions and filing them as a preparer, and making sure the following certificates were mailed to the copyright holder, the defendant.

89. In contrast, in his angry, hateful words sent on emails exchanged with David Shara and the plaintiff when the plaintiff requested a contract in October 2016, the defendant's own words leave no doubt as regards to his true nature. **Tigran Tsitoghdzhyan compared the previous collaboration, and the favors the plaintiff had made him, and the things done by the plaintiff for him in good faith, to having had sex with a woman that afterwards requests a price.** This kind of undeniably repugnant written statements, as a result of the plaintiff simply requesting a contract, should give an idea of the true thinking and the way the defendant sees people around him, and, perhaps, women in particular, and how he applies such views to others as a means to disparage, to bully and to despise. The plaintiff, who never uses such repugnant manners, stood

his ground yet renounced to answer the defendant in the same tone, as much as the defendant, deserved an answer 'in kind', **and the plaintiff got a contract signed because he had right to have it, and that infuriated the defendant,** who saw his attempt to get control over the footage totally frustrated. The purpose of such writing was trying to convince his sales agent, David Shara, that all continuation of collaboration with the plaintiff should be severed. It did not happened, however, and David Shara and the plaintiff had a successful business relationship that was only mined by the defendant continuous tortious interference: first introducing his son, a minor, without ever providing permits, second denying shooting of sequence long promised of the whole process of making a painting, then limiting the promoting of the screenings of the film, as this topic is the theme of discussion in WhatsApp messages between the plaintiff and David Shara in October-November 2018, because both the plaintiff and the David Shara were clearly displeased at the obvious lack of attention the defendant was paying to the first screenings, and finally interfering in 2019 and demanding the festival circuit to be cancelled as any other projects and that because he had failed to finish the upfront compensation, a painting, in due time, finishing it late on purpose almost two years after the date agreed upon on the contract. Since the plaintiff showed him his concerns also regarding the quality of the paninting, he deemed that was enough to

again attack the plaintiff in front of David Shara demanding from him that he started retaliatory actions against the plaintiff. In a manner and in his way to understand the world, David Shara was 'his property', the person whose funds he needed to propel his career out of false auction records, and when he felt the plaintiff's work was showing the plaintiff's overwhelming capacity, his envious mode became malicious and retaliatory and decided to do anything in his hands to thwart the film's distribution.

90. The plaintiff, also out of good faith and without compensation, discusses, prepares and manages to happen, with full knowledge of the defendant, public releases about the defendant Tigran Tsitoghdzian's participation in the film, sent massively to the Latin American media, the European media, and also targeting massively, on the defendant's explicit request, the Armenian media in its widest scope. This is organized and executed by the plaintiff with the approval and the encouragement and the enrichment of the defendant, and has an undeniable positive effect on the career and perception of the defendant Tigran Tsitoghdzian work and persona. Abundant proof will be presented related to this point. The press releases are based on Tigran Tsitoghdzian's promises that the film will be distributed, and that is how that is related to the media, with his consent and encouragement for his own enrichment, but afterwards he collaborates to thwart the distribution of the film.

91. The film 'American Mirror' that the plaintiff developed and makes between 2016 and 2018 is respectful, favorable, towards the defendant Tigran Tsitoghdzian, as to any other participant in it, and shows him under the best light possible, him as an artist and his artworks. Not only that, the festival circuit prepared and executed by the plaintiff for that film meets wide-ranging success and undeniably contributes positively, internationally, to a better perception of the defendant and his artistic productions. But that is not enough: the defendant needs to harm the distribution and the plaintiff out of sheer malice and envy.

92. How this is compensated by the defendant Tigran Tsitoghdzian? With spite, with malice, bent on causing harm to the defendant even when this is unjustified. The actions of the defendant represent an outrageous example of narcissistic selfishness. Never happy with what he has obtained as described before, never happy with the positive outcomes that all the sacrifice and work of the plaintiff pile on him and his work publicly, **he is focused in 2019 in turning his back on the many screenings of the film, in hope that by doing so the juries may perceive it as a rejection of the film that they should share.** But the result is very different: juries across the world, independently appointed and unknown to anybody, dozens of juries piled award upon award on the plaintiff's work, a film that has taken four

years of his life. This, contrary to what would be natural, since the awards fall upon a film that show him and his art under the best light, clearly increases the frustration of the defendant, who then decides to directly and without imaginable excuses to thwart the distribution of the film itself, denying, once more time after having it been requested so many times in previous years, to give written permission for the usage of his likeness, that of his son, and that of his artworks, in an outrageous, perverse example of malice only and clearly intended to cause damage at all costs. With this action he was keeping hostage the film, its distribution, and thus managing to serve the plaintiff with sufferings as a recompense for all he had done in the defendant's favor.

93. The plaintiff entry in the USA presenting the books already published in Spanish and their translations in ten other languages, granted him the E11 visa, 'Alien with extraordinary abilities'. The plaintiff was invited to become a legal immigrant due to his 'outstanding accomplishments in the field of the arts' before entering the USA in 2014 as a permanent legal resident [aka Green-card holder]. The plaintiff's two other art-centered films, premiered at MoMA in 2013 and 2015, give proof of the plaintiff's successful endeavors in this films way before any knowledge about the defendant, who thought the contacts in the media, expertise as a filmmaker and art in documentary film-making of the plaintiff could help him to better advance his career. It seems Tigran

Tsitoghdzian is an expert in finding the right person to take advantage of along the way. The same role seems to play David Shara as a sales agent who backs the fraudulent representations of fact and who willingly, out of his own self-interest in enrichment out of the sales of the defendant's artworks to his extended network of wealthy and over-trusting color-diamond investors, participates himself in the artificial inflating of the final prices of the two only auction records in the life of the defendant which stand quite alone among five others, both organized by him and by David Shara directly, with David Shara and/or his direct business associates at the network of Optimum Diamonds LLC participating directly in the betting process under previous agreement with the final auction winner. The sole purpose was to defraud the public.

94. This manipulative behavior of the defendant Tigran Tsitoghdzian is manifest in his acts, and is designed to harm to the plaintiff.

95. It must be noted in the light of the events and its supporting evidence that all what this related to the thwarted distribution of the film AM-IOI happens against the obvious interest of the defendant, i.e., against the defendant's own legitimate interests, since the film was done following his own desires of including his own son, following indications related to how best represent aspects of his works, and in sum, and he acts without justification. The defendant intentionally interfered with

David Shara, the plaintiff's partner in the contract, to commit breach of contract in many ways.

96. The reception garnered by American Mirror demonstrates that it is a great accomplishment.

97. Of course, the awards and praise earned by the plaintiff and AM-IOI are due only to the plaintiff's efforts in submitting the film to a range of international film festivals and undertaking all of the corresponding responsibilities, including professional interaction with the festival staff and executives. **It was not due to the wider, public distribution of the film, which all defendant have contributed to maliciously prevent and thwart.**

98. The absence of competition is remarkable, the obvious motive for the defendant's interference is a sheer desire to injure the plaintiff; since competition, by definition, interferes with someone else's economic relations, and the film by its very existence only benefits and has benefited the defendant Tigran Tsitoghdzian, the wider its circulation the better its benefits for the defendant, thus here we can infer that the defendant, once he had obtained a great number of benefits during the process of making the film and in its festival circuit successful participation, being promoted in the international media always associated to his name and likeness, and being awarded everywhere else, understood that the moment of the distribution was the moment when the

injury to the plaintiff would be maximal, having repercussions on his prospective economic benefits and he knew that stopping the distribution will cause irreparable damage to the way the filmmaker, the plaintiff, were to be perceived and valued in his industry. In other words, the defendant had kept the film's distribution hostage to his signing premising to use his likeness and that of his son, proposed by the defendant to be part of the film. Where the parties are not competitors, there may be a stronger case that the defendant's interference with the plaintiff's relationships were motivated by spite. The defendant is not motivated by legitimate economic self-interest, first takes advantage and then thwarts the distribution.

PRAYER FOR RELIEF

99. Susan Sarandon's, Tigran Tsitoghdzian's, David Shara and Honey Shara's strategy to harm the plaintiff are a model of hypocrisy and professional abuse based on their own enormous wealth and their perception that other parties of a contract are expendable because they can afford the losses their actions would bring to themselves, as long as those losses will ruin the other party if the other party refuses to be coerced out of his rights as written in the contract, and with it humiliated and trampled, in this case the plaintiff. The tactics they have deployed

against the plaintiff are clearly oriented to cause harm, even at their own little expense, because David Shara's written words in 2019 "I don't care about losing 300,000 USD in this project" as long as he could harm the plaintiff once he decides the plaintiff has been sufficiently exploited far beyond the deadline initially discussed to finish the film [May 2017 by contract] and once it is clear that he has created a great film, are very explicit and clear on his own principles of action, and a perfect anticipation of what he afterwards did in 2020, 2021, and now still does in 2022.

100. David Shara and Honey Shara's strategy is also a model of bad faith. After making dozens of assurances as regards to the commercialization of the film, after even setting dates and budget for a Oscar-qualifying theatrical release in the USA, and to the timely gathering of the talent releases missing from key people they had invited to be part of the film, and after recognizing they could get all those permits 'expeditiously', they decided the film should die 'on the vine' and bring financial and professional harm to the plaintiff, in order to force him out of his rights, and all that simply because the plaintiff achieved a remarkable high quality work in the festival circuit, being the distribution to the festival circuit solely the result of the plaintiff's and his company's, Da Vinci Films LLC, brilliant execution.

101. The pretexts mentioned in 2020, such as saying that the

plaintiff's claims as regards to the painting should not exist, lack any merit in the light of their intent to thwart the festival circuit even in 2019, sufficiently documented in contemporary correspondence, something that did not happen because the plaintiff did not allow it, being directly an attempt to rob the plaintiff and the film of their well-deserved opportunities in the festival circuit in 2019.

102. David Shara and Honey Shara have been acting against the deal, have purportedly destroyed value of the film by thwarting its distribution seeking only their own enrichment by coercing the plaintiff out of his rights, in an 'all-or-nothing' act of brinkmanship that can only be explained because they do not need any money beyond their color-diamonds dealing up in the millions of dollars, and they can afford such attitudes and positions, that can ruin as they have ruined the work of four years of dedication successfully capped by the plaintiff's commitment, they have violated their obligations as stated under the contract and as clearly stated in contemporary correspondence since 2016. They changed tack once it came down to distribute the film, threatened the defendant, and tried to force his hand under threats to sign a 'new agreement'.

103. The defendant received assurances in the contract in the terms he was able to negotiate in 2016, after David Shara refused for months to set the verbally agreed on promises on a contract, as it was the wish of the plaintiff. When the plaintiff insisted in October 2016 that a contract

was necessary and customary, he was threatened to be ‘fired’, something could not happen since the defendant was the producer and director of the film, and abused and insulted in emails. The plaintiff had at that time already shot the participation of celebrity Susan Sarandon, and was aware that, renouncing to the project would mean also renouncing to the possibility of professional recognition, and he was right as the aforementioned list of accolades and awards shows.

104. David Shara’s intentions were not new in 2020, since on May 28, 2019, 9:56 AM, he wrote an email to the plaintiff: “(...) I don’t care about the 200-300,000 dollars I have put into this project. I do not care about this film. (...) I don’t want to spend any more on it. I’ll have my lawyer review the contracts, but **remember that very few people have signed talent release**. So think very carefully about what I have written (...)” This email shows David Shara was already acting in bad faith, and with his strategy in mind of retaining any talent releases in order to boycott the commercial release of the film.

105. After that clear manifestation of the intentions by David Shara, Honey Shara acted in 2019 with increasingly invasive and unreasonably requests, as described before, when she requested tax information from Da Vinci Films LLC, when she had no right to ask for that and the plaintiff no obligation to facilitate it, plus she tried to coerce the unreasonably request of ‘presenting apologies’ as regards to the plaintiff’s

private opinions about actress Susan Sarandon in order to guarantee continuity of payment of already pending invoices from a budget approved long before that should sustain the run of the film into the 2019 festival circuit, which only represent a remarkable, major success. That the plaintiff considered 'ungrateful' from Susan Sarandon that she never sent a thankful word for the Parajanov Vartanov Award the film won for her at the 2018 Los Angeles Documentary Film Festival, was no reason to abuse the plaintiff, to threaten him, and to try to cancel the film festival circuit. Those requests were unreasonable, reckless, malicious, disruptive to the business, and invasive; and in the case of cooperation between Honey Shara and Tigran Tsitogdzian to grant him a copy of the film itself, for his own improper enrichment, that clearly goes against the agreed upon commercial distribution of the film. She is a shameless abettor in the tortious interference with contract that this action represents.

106. Apparently in the believe that repeating a falsehood enough can make it true, they kept repeating to counsel of the plaintiff that they would provide the necessary talent releases, and that since October 2021, while not sending anything ever, in spite of the accommodations facilitated by the plaintiff's counsel, who in an excess of caution to determine the true intentions of the defendants, went beyond what can be expected in a paroxysm of good faith that was only bringing by the

defendants longer and lasting damages to the plaintiff himself to this date.

107. David Shara's actions, stonewalling, record of non-cooperation, malicious breaches, and coercive requests have wreaked havoc on the plaintiff, on the film as perceived by the film industry, and on the plaintiff's very health, as it will be fully demonstrated and proved, only because he has kept enriching himself with the selling of the color diamonds, worth millions of dollars, and only while he has been taking advantage of the film using it privately to promote Tigran Tstitodzyan and sell his artworks representing their value in hundreds of thousands of dollars to color-diamonds collectors and other similar business associates, making representations of value that are reckless and inconsistent with the reality that lurks behind the Phillips Auction records of Tigran Tsitogdzyans works of 2014 and 2015.

108. **The plaintiff faces irreparable harm absent relief.** Because of defendants' breaches and the uncertainty they have generated, the plaintiff faces irreparable harm. Defendants' actions in derogation of the deal's consummation create uncertainty and delay that harm the plaintiff and his company and deprive them of their bargained for rights. They also have exposed the plaintiff to adverse effects on its business operations, employees, and new projects. Swift remedial action in the form of specific performance and injunctive relief, collecting damages, and

punitive damages is warranted.

109. The plaintiff's problem seem to be that he has faithfully fulfilled his obligations, and has faithfully accomplished more than had been ever discussed or promised on his side: to make a good film that is respectful with every single participant's image and persona, that has also been hailed as a cinematic feat by independently appointed juries all over the world and across all fields.

110. As a payment for the plaintiff's commitment, David Shara is in material breach of is own obligations under the contract, and has tried to coerce him, and has deprived the film of its due distribution. He has materially breached his obligation to start distribution of the film for no alleged reason than trying to coerce the plaintiff out of his rights, and basically, to accomplish harming him financially and professionally.

111. Plaintiff demands that the defendants provide all necessary talent releases forthwith, including, without limitation, those for Morgan Shara; Tigran Tsitoghdzyan (for the use of both his image and his artworks); A. T. (A minor, son of Tigran Tstogdzyan, including releases from both Tigran Tsitoghdzyan and Nadia Kazakova, who are A. T.'s parents and guardians); Ashley Hinshaw; Hilary Rhoda; Ryan Ross; Susan Sarandon; Jules Weinstein; and Melissa Wood.

112. Plaintiff demands that the defendants pay the cost of modifying the film in order to comply with Phillips Auction House's prohibition of

showing the auction footage that currently is being used in a sequence of the film, including the reasonable costs required to modify the picture and final sound mix and to take all other production steps necessary to revise and finalize the film for distribution. In September 2020, Phillips Auctioneers lawyers prohibited in writing by email to include in the film AM-IOI the footage of the auction of the artwork by Tigran Tsitogdzyan in 2015.

113. Plaintiff demands that the defendant David Shara pay to the plaintiff the value that was represented for the painting plus interest, considering that the painting was an upfront compensation up to May 2017, yet the work of the plaintiff did not finish until end of 2019, plus the painting should have been given to him no later than May 2017, and he did not receive it until February 2019.

114. Plaintiff demands that the defendants compensate for all lost profits and other damages associated with the film “American Mirror: Intimations of Immortality”, for the professional damages caused to the plaintiff, and the plaintiff's lost other opportunities.

115. By reason of the facts and circumstances stated above, that will be supported on every single point with written evidence collected by the plaintiff, existing and real on each point, plaintiff has been damaged by defendant, and seeks compensatory damages in the sum of:

116. No less than \$2,000,000 for the lack of distribution of his film

‘American Mirror: Intimations of Immortality’,

117. No less than \$1,000,000 for the business loss, and business opportunity loss by cancellation of the film project ‘Nazi propaganda’;

118. And no less than \$3,000,000 for not being able to make his new fiction film project ‘Francis Bacon Project’, in which he was involved as screenwriter, producer and director, in which there was Academy Award winning talent attached, because plaintiff can prove that the direct cause of not being able to raise the funds to produce it, has been no other than the lack of distribution of his acclaimed film ‘American Mirror: Intimations of Immortality’, being this a direct consequence of the professional vengeance sought by the defendant on a professional level as a consequence of her malicious actions.

WHEREFORE, Plaintiff requests that the Court enter judgment against the Defendants, ascertain their respective liability as it deem proper and just, in the amount of no less than \$6,000,000; together with pre- and post-judgment interest as allowed by law; and punitive damages no less than four times the relief because the defendants behaved purportedly in a remarkably malicious manner, even disparaging all the opportunities they have had to find an amicable solution for their own wrongful acts; costs and disbursements of the action; and such other and further relief as the Court

deems just and proper;

Dated: On August 2, 2022

Respectfully submitted,

/s/ ARTHUR BALDER

2813 Palisade Avenue
Union City,
New Jersey
07087
Telephone:
(919) 888-3802